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STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
| | | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| | | |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| | | |

| | |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| | |
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| | |

| | | | | |
|---|--------------------|---------------------------------|---|------------------|
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |

| | | |
|---------------------|------------------------|-------------|
| 38. S/R ACCOUNT NO. | 39. S/R VOUCHER NUMBER | 40. PAID BY |
| | | |

| | |
|---|--------------------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY (<i>Print</i>) |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 42b. RECEIVED AT (<i>Location</i>) |
| 41c. DATE | 42c. DATE REC'D (YY/MM/DD) |
| | 42d. TOTAL CONTAINERS |
| | |

| | | |
|--------------------|--|---------------------|
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-PR# 60339240

-Latest Wage Determination: WD 15-4281, Revision No. 3 dated 4/08/2016 for DLA Construction Services.
Information pertaining to the subject wage determination is also available at <http://www.wdol.gov> under the Service Contract Act section of the site.

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

GENERAL ELECTRICAL SERVICES - HQC.

The contractor shall provide electrical services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(A).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--------------------------------|----------|------|------------|----------|
| 0001 | J099-V00010400 | 12.000 | MO | \$ _____ | \$ _____ |
| | GENERAL ELECTRICAL SERVICES | | | | |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2016 - 08/31/2017

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

GENERAL SECURITY SERVICES

The contractor shall provide security services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(B).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|------------------------------|----------|------|------------|----------|
| 0002 | J099-V00010400 | 12.000 | MO | \$ _____ | \$ _____ |
| | GENERAL SECURITY SERVICES | | | | |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2016 - 08/31/2017

N/A

SUPPLIES/SERVICES: J099-V00010400

CONTINUED ON NEXT PAGE

SUPPLY/SERVICE: J099-V00010400 CONT'D

ITEM DESCRIPTION:

REMOTE SECURITY SERVICES

The contractor shall provide remote security services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(C).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|----------|
| 0003 | J099-V00010400 REMOTE SECURITY SERVICES | 12.000 | MO | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2016 - 08/31/2017

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

INDEFINITE QUANTITY WORK (IDIQ)

See paragraph C2.2(D).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|----------|
| 0004 | J099-V00010400 INDEFINITE QUANTITY WORK (IDIQ) | 1.000 | UN | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

See attached PWS.

PERIOD OF PERFORMANCE: 09/01/2016 - 08/31/2017

N/A

CONTINUED ON NEXT PAGE

SUPPLY/SERVICE: J099-V00010400 CONT'D

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

See PWS C 2.11(L). "Contractor Phase in Plan"

See general instructions for information on pricing the Contractor Phase In Plan.

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|-------------------|----------|------|------------|----------|
| 0005 | J099-V00010400 | 1.000 | UN | \$ _____ | \$ _____ |
| | CONTRACTOR PHASE | | | | |
| | IN PLAN-SEE PWS | | | | |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

9/01/2016

This is when the Phase-in will begin.

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

GENERAL ELECTRICAL SERVICES - HQC.

The contractor shall provide electrical services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(A).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--------------------|----------|------|------------|----------|
| 1001 | J099-V00010400 | 12.000 | MO | \$ _____ | \$ _____ |
| | GENERAL ELECTRICAL | | | | |
| | SERVICES | | | | |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2017 - 08/31/2018

N/A

CONTINUED ON NEXT PAGE

SUPPLY/SERVICE: J099-V00010400 CONT'D

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

GENERAL SECURITY SERVICES

The contractor shall provide security services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(B).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|----------|
| 1002 | J099-V00010400 GENERAL SECURITY SERVICES | 12.000 | MO | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2017 - 08/31/2018

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

REMOTE SECURITY SERVICES

The contractor shall provide remote security services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(C).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|----------|
| 1003 | J099-V00010400 REMOTE SECURITY SERVICES | 12.000 | MO | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

CONTINUED ON NEXT PAGE

SUPPLY/SERVICE: J099-V00010400 CONT'D

PERIOD OF PERFORMANCE: 09/01/2017 - 08/31/2018
N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

INDEFINITE QUANTITY WORK (IDIQ)
See paragraph C2.2(D).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|----------|
| 1004 | J099-V00010400 INDEFINITE QUANTITY WORK (IDIQ) | 1.000 | UN | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

See attached PWS.

PERIOD OF PERFORMANCE: 09/01/2017 - 08/31/2018
N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

GENERAL ELECTRICAL SERVICES - HQC.
The contractor shall provide electrical services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(A).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|----------|
| 2001 | J099-V00010400 GENERAL ELECTRICAL SERVICES | 12.000 | MO | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

CONTINUED ON NEXT PAGE

SUPPLY/SERVICE: J099-V00010400 CONT'D

N/A

PERIOD OF PERFORMANCE: 09/01/2018 - 08/31/2019

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

GENERAL SECURITY SERVICES

The contractor shall provide security services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(B).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---------------------------|----------|------|------------|----------|
| 2002 | J099-V00010400 | 12.000 | MO | \$ _____ | \$ _____ |
| | GENERAL SECURITY SERVICES | | | | |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2018 - 08/31/2019

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

REMOTE SECURITY SERVICES

The contractor shall provide remote security services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(C).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--------------------------|----------|------|------------|----------|
| 2003 | J099-V00010400 | 12.000 | MO | \$ _____ | \$ _____ |
| | REMOTE SECURITY SERVICES | | | | |

PRICING TERMS: Firm Fixed Price

CONTINUED ON NEXT PAGE

SUPPLY/SERVICE: J099-V00010400 CONT'D

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2018 - 08/31/2019

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

INDEFINITE QUANTITY WORK (IDIQ)

See paragraph C2.2(D).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|----------|
| 2004 | J099-V00010400 INDEFINITE QUANTITY WORK (IDIQ) | 1.000 | UN | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2018 - 08/31/2019

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

GENERAL ELECTRICAL SERVICES - HQC.

The contractor shall provide electrical services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(A).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|----------|
| 3001 | J099-V00010400 GENERAL ELECTRICAL SERVICES | 12.000 | MO | \$ _____ | \$ _____ |

CONTINUED ON NEXT PAGE

SUPPLY/SERVICE: J099-V00010400 CONT'D

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2019 - 08/31/2020

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

GENERAL SECURITY SERVICES
The contractor shall provide security services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(B).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|----------|
| 3002 | J099-V00010400 GENERAL SECURITY SERVICES | 12.000 | MO | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2019 - 08/31/2020

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

REMOTE SECURITY SERVICES
The contractor shall provide remote security services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(C).

SUPPLY/SERVICE: J099-V00010400 CONT'D

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|----------|
| 3003 | J099-V00010400 REMOTE SECURITY SERVICES | 12.000 | MO | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2019 - 08/31/2020

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

INDEFINITE QUANTITY WORK (IDIQ)
See paragraph C2.2(D).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|----------|
| 3004 | J099-V00010400 INDEFINITE QUANTITY WORK (IDIQ) | 1.000 | UN | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

See attached PWS.

PERIOD OF PERFORMANCE: 09/01/2019 - 08/31/2020

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

GENERAL ELECTRICAL SERVICES - HQC.
The contractor shall provide electrical services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(A).

CONTINUED ON NEXT PAGE

SUPPLY/SERVICE: J099-V00010400 CONT'D

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|----------|
| 4001 | J099-V00010400 GENERAL ELECTRICAL SERVICES | 12.000 | MO | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2020 - 08/31/2021

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

GENERAL SECURITY SERVICES

The contractor shall provide security services in accordance with the Performance Work Statement (PWS). See paragraph C2.2(B).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|----------|
| 4002 | J099-V00010400 GENERAL SECURITY SERVICES | 12.000 | MO | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2020 - 08/31/2021

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

REMOTE SECURITY SERVICES

The contractor shall provide remote security services in accordance with the Performance Work Statement

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SUPPLY/SERVICE: J099-V00010400 CONT'D

(PWS). See paragraph C2.2(C).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|----------|
| 4003 | J099-V00010400 REMOTE SECURITY SERVICES | 12.000 | MO | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

N/A

PERIOD OF PERFORMANCE: 09/01/2020 - 08/31/2021

N/A

SUPPLIES/SERVICES: J099-V00010400

ITEM DESCRIPTION:

INDEFINITE QUANTITY WORK (IDIQ)

See paragraph C2.2(D).

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|----------|
| 4004 | J099-V00010400 INDEFINITE QUANTITY WORK (IDIQ) | 1.000 | UN | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

PREP FOR DELIVERY:

See attached PWS.

PERIOD OF PERFORMANCE: 09/01/2020 - 08/31/2021

N/A

CONTINUED ON NEXT PAGE

GOVT USE

| ITEM | PR | PRLI | External PR | External PRLI | External Material | Customer RDD/ Need Ship Date |
|------|------------|------|----------------|------------------|----------------------|---------------------------------|
| 0001 | 0060339240 | 0001 | N/A | N/A | N/A | 09/09/2015 |
| 0002 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 0003 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 0004 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 0005 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 1001 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 1002 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 1003 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 1004 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 2001 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 2002 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 2003 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 2004 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 3001 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 3002 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 3003 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 3004 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 4001 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 4002 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 4003 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |
| 4004 | N/A | N/A | N/A | N/A | N/A | 09/09/2015 |

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Form

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) FAR
252.237-7023 CONTINUATION OF MISSION ESSENTIAL FUNCTIONS (OCT 2010) DFARS

 (b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. The services are listed in attachment , Mission-Essential Contractor Services, dated .

Performance Work Statement

SECTION C1 DESCRIPTION OF FACILITIES

The McNamara Headquarters Complex (HQC) is located on approximately 115 acres. The enclave consists of:

- BLDG 2462 Multi-story 1,100,000 square foot (SF) facility
- BLDG 2463 Gate 1 Access Control
- BLDG 2464 Gate 2 Access Control
- BLDG 2465 Gate 3 Access Control
- BLDG 2466 Rec Building / Pavilion
- BLDG 2467 Irrigation Well House
- BLDG 2468 Child Development Center 33,000 SF
- BLDG 2469 One Parking Garage building
- BLDG 2480 Material Receiving and Screening Facility 15,000 SF
- BLDG 2487 Outfall Control Structure

The following are Remote Facilities within a 25 mile radius of the HQC:

- BLDG 1116, 23,768 SF,
- BLDG 1973, 10,800 SF,
- BLDG 1976 10,800 SF,
- BLDG 1977, 10,800 SF,
- BLDG 1979, 10,800 SF
- Dulles West Office Building 9,643 SF,
- Fleet Industrial Park Warehouse 14,328 SF,
- Technical Equipment Inspection Facility 4,200 SF

During the performance period of this contract, a new 2,500 square foot Visitor Control Center (VCC) and two over watch booths are projected to be constructed on the HQC. Also during the performance period of this contract BLDG 1414 and BLDG 802, Remote Facilities, maybe constructed and services shall be provided under this contract.

The HQC receives primary commercial power through dual incoming 34.5 KV underground feeder cables from the Fort Belvoir utility lines. Power is routed from the 34.5KV switchgear through the buss duct on the Lower Level to the nine (9) 34.5 KV Indoor Substations located on the lower level of the HQC. Power is reduced to 480 volts by 2,000-2500 KVA transformers and distributed through 480-volt buss duct power risers to panel boards in multiple electrical closets on each floor.

The HQC has the following additional major electrical systems:

Emergency Power Generator System (EPGS)

| | | |
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| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP4705-16-R-0003 | PAGE 17 OF 118 PAGES |
| <p>Automatic Transfer Switches (ATS) Uninterrupted Power Supply Systems (UPS) Fire Detection Systems Electronic Security/Access Control systems (ESS) Surveillance Camera Systems (CCTV) Sound Masking and Paging systems Floating Fountain Building and Parking Lot lighting systems Access Control Barrier Systems LED Parking lot Electronic signs LED Gate signs</p> <p><u>SECTION C2 PERFORMANCE WORK STATEMENT</u></p> <p>C2.0 SCOPE</p> <p>C2.1 The general scope of this performance work statement (PWS) is for the operation, maintenance, service, repair, and minor construction / alteration services for buildings and structures of electrical systems, related components, systems and equipment described in Section C2 of this PWS.” The period of performance is a one (1) twelve (12) month Base Period from September 1, 2016 through August 31, 2017 with four (4) sequential twelve (12) month option periods.</p> <p>GENERAL REQUIREMENTS</p> <p>C2.2 The Contractor shall furnish all labor, supervision, tools, materials, equipment, incidental engineering, subcontracting, transportation, and management necessary to perform work in accordance with general craft, industry standards, applicable laws, regulations, codes, Federal Regulations, and HQC construction specifications. This work includes but is not limited to the following functional areas:</p> <p>A. General Electric: The General Electric includes all HQC Non-Security systems such as the Plant systems, substations and associated equipment; electrical cables; electronic and communications manholes; duct system; transformers; circuit breakers; voltage regulator; capacitor; interior and exterior electrical distribution system and component (including both overhead and underground equipment) etc.</p> <ol style="list-style-type: none"> (1) Operation, installation, maintenance, inspection, testing and repair of utilities. (2) Operation, installation, maintenance, inspection, testing and repair of electrical equipment and associated systems. (3) Operation, installation, maintenance, inspection, programming, testing and repair of Emergency Generators, Underground Fuel Storage Tank, Paralleling gear, Automatic Transfer Switches and Uninterruptible Power Supply (UPS) Systems. (4) Operation, installation, maintenance, inspection, programming, testing, and repair of Fire Detection Systems. (5) Operation, installation, maintenance, inspection, testing and repair of the Floating Fountain. (6) Service Orders. <p>B. General Security: The General Security includes all HQC; computer-controlled card access system, photo-imaging ID badging system, closed circuit television (CCTV) system, digital recording systems, Access Control systems, Intrusion detection systems, duress alarm systems and intercom systems.</p> | | |
| CONTINUED ON NEXT PAGE | | |

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| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SP4705-16-R-0003 | PAGE 18 OF 118 PAGES |
| <p>(1) Operation, installation, maintenance, inspection, programming, testing, and repair, of Electronic Security/Access Control Systems, CCTV, Access Control Barrier systems, system controls and associated components.</p> <p>(2) Operation, installation, maintenance, inspection, programming, testing, and repair of sound masking and paging system.</p> <p>(3) Service Orders.</p> <p>C. Remote Security: The Remote Security includes all Non- HQC; computer-controlled card access system, photo-imaging ID badging system, closed circuit television (CCTV) system, digital recording systems, Access Control systems, Intrusion detection systems, duress alarm systems and intercom systems.</p> <p>D. IDIQ: Indefinite Delivery Indefinite Quantity (IDIQ) work items construction, minor construction/alterations, and equipment installation that exceed the scope (\$2,000.00) of a minor work service order. If the Contractor agrees, IDIQ task orders in excess of \$500,000 may be issued by the Contracting Officer (KO).</p> <p>E. Working Hours. The Government's regular (normal) working hours are from 6:00 AM to 7:00 PM Mondays through Fridays except Federal Holidays and other days specifically designated by the KO. Some work will require the Contractor to work outside of normal working hours. When the government is closed during a weather event there will be at least two qualified persons on site from 6:30 AM to 11:00 PM. Any other work outside normal working hours requires the approval of the Contracting Officer Representative (COR).</p> <p>(1) The Contractor shall have an appropriate number of qualified personnel physically present during regular working hours from 7:00 AM to 11:00 PM Monday through Friday and immediately available one (1) hour response, 24 hours per day, seven days per week with consideration of inclement weather.</p> <p>(2) Federal Holidays: New Year's Day, Inauguration Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.</p> <p>(3) The Contractor shall report to work as regular working hours on administrative Furlough days unless otherwise directed by COR.</p> <p>F. Government Quality Assurance (QA). In accordance with the FAR 52.212-4 (a), INSPECTION/ACCEPTANCE clause, all work performed under this contract is subject to Government inspection when the Contractor tenders acceptance. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor. All findings of unsatisfactory or nonperformer work will be administered in accordance with the "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES" clause and the Performance Requirements Summary (PRS) in Attachment C16. Findings of unsatisfactory or non-performed work shall be documented and issued to the Contractor as Quality Deficiency Service Orders. All costs associated with rework (including correction of Quality Deficiency Service orders) are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its Quality Assurance program and to vary the inspection methods utilized during the work without notice to the Contractor. The Government is the governing authority in all disputes regarding Quality Assurance.</p> <p>G. Workmanship and Materials Standards.</p> <p>(1) All workmanship shall meet the standards specified herein and shall be accomplished in conformance with approved and accepted standards of the industry; the National Electrical Code (NEC), equipment manufacturers; all applicable activity, local, state, and Federal standards; and all applicable building and safety codes; HQC construction specifications; operations, construction and maintenance standards of the HQC.</p> <p>(2) When the Contractor completes work on a facility, system, or piece of equipment, that facility, system, or equipment shall be free of missing components or defects, which would prevent it from functioning as originally</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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intended and designed. Corrective, repair and replacement work shall be carried to completion including operational checks and cleanup of the job site. Except where approved, replacements shall match existing in dimensions, finish, color, performance and design.

(3) Cleanup. During and at completion of work, debris shall not be allowed to spread unnecessarily into adjacent areas nor accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each day, work is in progress. To include service order, minor work and IDIQ.

(4) Protection and Damage. The Contractor shall provide all labor, materials, and equipment necessary for the protection of the general public, their employees, equipment, furnishings, buildings, and grounds from damage caused by the Contractor's negligence. Equipment, furnishings, buildings, and improved land damaged due to work performed by the Contractor shall be repaired or replaced to its original condition and finished at no additional cost to the Government.

(5) The COR must approve any work, which will alter the original appearance or functions of equipment, structures, or appurtenances.

(6) The use of impact tools or power-actuated tools will not be permitted in occupied office spaces during regular working hours under routine operations. However, with the approval of the COR, exceptions to this rule may be permitted and required. Note: If during the use of power operated or actuated tools causes interference with ongoing Government operations, the Contractor shall immediately stop work as instructed by the COR or other HQC facility personnel and continue to work on other portions of the project until such time as power operated or actuated tools may be used.

(7) Burning Permits. Burning permits are required before burning or welding equipment can be put to use. The Contractor shall notify the COR prior to seeking a burning permit. To obtain a permit, the Contractor shall coordinate with Facilities Management in advance, for each day welding or burning is performed.

H. Variation in Quantities for Fixed Price Services. Quantities depicted throughout this contract represent the Government's best estimate of the quantity of work for the period of performance. After contract award, situations may arise which impact upon the Government's requirements and necessitate changes to this contract. Should this occur the Contracting Officer (KO) will modify the contract in accordance with the provisions and limitations specified herein. No adjustments shall be made under the following provisions, except as may be specifically identified.

I. Service Orders (SO). The estimated annual quantities of the types of service calls are identified in Attachment C4; however, these quantities do not include service orders for preventive maintenance or quality deficiency service orders. The actual quantities of service orders issued during each performance period will most likely differ from that shown, and an annual variance for each type of service order not to exceed 25 percent is considered normal. Accordingly, no adjustment will be made to the contract price unless the total annual quantity of each type of service order issued during the performance period is greater than 125 percent or less than 75 percent of the respective estimated annual quantity shown in Attachment C4, Historical Data. An equitable adjustment will be made only for that quantity of service orders which either is greater than 125 percent or less than 75 percent of the quantity shown.

J. Recurring Services. The annual quantity of work for all recurring services - Preventive/Planned Maintenance and Operations - is identified throughout Section C.2. The quantities of equipment and Preventive maintenance are identified in Attachments C6 and C7. Variations in the units of measure of these listings will be considered for an adjustment in price.

K. Upon notification from the Contractor within the initial sixty (60) days of performance, the Government will adjust the contract price at the same unit price shown in the Deduction Summary (C18) for validated errors in the quantities identified in this contract Attachments C4, C6 and C7. The Contractor shall identify the specific error and the corrected quantity. Notification of errors after the initial sixty (60) days will not be considered.

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- L. If the Government elects to reduce services or equipment cited in Attachments C4, C6 or C7, an adjustment will be made in the contract price at the same accepted unit price stated in the Deduction Summary (C18), if the reduction does not reduce the work to below ninety (90) percent of the original quantity identified. Should the Government delete work to less than ninety (90) percent of the original quantity identified; a negotiated equitable adjustment will be executed only for the work, which is below ninety (90) percent of the original quantity.
- M. Contractor licensing, certification and specific experience requirements. The Contractor and/or his sub-Contractor shall possess all licenses required by the local, state and Federal Government. Local Government includes Fairfax County and Fort Belvoir. These licenses include, but are not limited to the following: Commonwealth of Virginia Class A Electrical Contractors License; Underwriters Laboratory (UL) UL 2050 certification, Fairfax County Business License; and Commonwealth of Virginia Master Electrician License.
- N. It is intended that the on-site staff be fully knowledgeable and capable (well trained) of properly operating all of the buildings electrical systems, equipment, security systems, fire alarm systems, UPS units, emergency Generators, ATS, and Parallel switchgear. During the phase-in period and as necessary, the Contractor shall develop and obtain training for his staff such that they can properly operate all equipment and systems covered under this contract. The Contractor shall provide adequate training such that the on-site supervisors and shift supervisors and their employees can successfully demonstrate, on a quarterly basis, or as required by the COR, by written and/or verbal examination of the COR that they have adequate operational knowledge of the systems listed in this contract. Should a casualty/fault occur to a piece of equipment, it is expected that the on-site staff shall be capable of performing appropriate damage control and then call in the required technical specialist with the certification, license or factory training to make specialized repairs. Furthermore, it is expected that the on-site team shall operate the equipment/systems to set up for any preventive maintenance or repairs, which shall be performed by the technical specialist, to perform quality control of the specialist's effort and to restore the systems to normal operation after the maintenance or repairs, are completed.
- O. In addition to Contractor licenses, the following individual licenses, certifications, or factory-trained manufacturer's representation must be held by the Contractor's employees or Contractor's sub-contracted employees as necessary. The Contractor shall provide copies of all these documents thirty (30) days prior to contract start date.
- (1) Certified High Voltage Technicians. The Contractor shall provide High Voltage Technicians certified by the International Electrical Testing Association (NETA), National Institute for Certification in Engineering Technologies (NICET), when performing tasks including new construction, preventive maintenance, repairs, replacement or connection of high voltage electrical equipment, switchgear, cables splices and terminations, and systems. The Contractor shall develop a training program and demonstrate to the COR prior to contract start and prior to substitution of any shift supervisor that the following personnel are fully knowledgeable and capable of properly operating the High and Low Voltage electrical equipment: On-Site supervisor and both day and evening shift supervisors.
 - (2) Certified Edwards/NFPA Fire Alarm Technician and Siemens XLS system. The Contractor shall provide manufacturer (Edwards Systems Technology and Siemens XLS system) and NFPA certified Fire Alarm Technicians fully knowledgeable in all aspects of addresses, set points, alarm points, graphics, maintenance, repair, new construction, and programming of the Edwards' FCC IRC-3 Life Safety System and the Siemens XLS system, when performing such tasks including maintenance, repairs or connection of fire detection equipment and systems. The Contractor shall develop a training program and demonstrate to the COR prior to contract start and prior to substitution of any shift supervisor that the following personnel are fully knowledgeable and capable of properly operating the fire Alarm Systems and its equipment: On-Site supervisor and both day and evening shift supervisors.
 - (3) Certified Liebert UPS Technician. The Contractor shall provide manufacturer (Liebert) certified UPS Technicians fully knowledgeable in all aspects of operation, set points, alarm points, graphics, maintenance and programming of the Liebert UPS System when performing such tasks including preventive maintenance, repairs or connection of UPS equipment and systems. The Contractor shall develop a training program and demonstrate to the COR prior to contract start and prior to substitution of any shift supervisors that the on-site supervisor and shift supervisors and Contractor personnel are fully knowledgeable and capable of properly operating the UPS equipment.

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(4) Certified Caterpillar Emergency Diesel Generator Mechanic. The Contractor shall provide manufacturer (Caterpillar) certified Emergency Diesel Generator Mechanics fully knowledgeable in all aspects of maintenance, repair, and troubleshooting of the five (5) Caterpillar Emergency Diesel Generators when performing such tasks including preventive maintenance, repairs, or connection of emergency generator equipment and systems. The Contractor shall develop a training program and demonstrate to the COR prior to contract start and prior to substitution of any shift supervisors that the on-site supervisor and shift supervisors are fully knowledgeable and capable of properly operating the Emergency Diesel Generators and systems.

(5) Certified Security System Technicians. The Contractor shall provide manufacturer Security System Diamond II system technicians fully knowledgeable in all aspects of addresses, set points, alarm points,, maintenance, repair, troubleshooting, programming, and complete system administration of the General Electric Diamond II ESS system, Photo ID Badging System and all related systems and components when performing such tasks including preventive maintenance, repairs or connection of security equipment and systems. The Contractor shall develop a training program and demonstrate to the COR prior to contract start and prior to substitution of any shift supervisors that the on-site supervisor and shift supervisors are fully knowledgeable and capable of properly operating, troubleshooting the Security System and associated components.

(6) Certified ASCO Power Technologies ATS Technician. The Contractor shall provide manufacturer (ASCO) certified Automatic Transfer Switch Technicians fully knowledgeable in all aspects of maintenance, repair, new additions/construction, and troubleshooting of the ATS' and Paralleling Switchgear. The Certified ATS Technician shall be used when performing Annual PM and for any required troubleshooting, repairs, additions to the system and new construction. The Contractor shall develop a training program and demonstrate to the COR prior to contract start and prior to substitution of any shift supervisors that the on-site supervisor and shift supervisors are fully knowledgeable and capable of properly operating the ATS and Paralleling switch gear.

(7) Certified Vicon surveillance and digital recording equipment and systems Technicians. The Contractor shall provide Certified Vicon Technicians fully knowledgeable in all aspects of operation, maintenance and programming of Vicon equipment, recording system, and storage area network, (SAN) servers, when performing such tasks including preventive maintenance, repairs, additions to the system and new construction. The Contractor shall develop a training program and demonstrate to the COR prior to contract start and prior to substitution of any shift supervisors that the on-site supervisor and shift supervisors are fully knowledgeable and capable of properly operating the Vicon camera controls and recording equipment.

(8) Acetylene cutting, Welding or Electric Welding. The Contractor shall provide personnel certified in accordance with the National Board of Boiler and Pressure Vessel Inspection Code and Section VIII and IX of the ASME Boiler and Pressure Vessel Code when performing acetylene cutting, welding, or electric welding.

(9) Crown Factory trained technicians shall be provided for performing all aspects of programming, maintenance, and repairs of the Sound Masking and Paging system. The Contractor shall develop a training program and demonstrate to the COR prior to contract start and prior to substitution of any shift supervisors that the on-site supervisor and shift supervisors are fully knowledgeable and capable of properly operating the Sound Masking and Paging system.

P. Performance Evaluation Meetings. The Project Manager and Onsite Supervisor shall meet weekly with the COR during the first three (3) months of the contract. Meetings shall be held thereafter as determined necessary by the COR. The Contractor shall provide management representatives at the meetings above the level of Project Manager at the COR's request to resolve performance issues. The Contractor will provide written meeting minutes to the COR within one (1) day following the meeting. Work Control monthly meetings shall be conducted with the COR where the Contractor presents his/her analysis of the past month and current workload, quality and overall performance with defined actions for improved performance.

C2.3 DEFINITIONS

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As used throughout this contract, the following terms shall have the meaning set forth below. Additional definitions are in the "DEFINITIONS" clause. Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference is made to this specification, drawings, blue prints, directives and specification unless stated otherwise. Where "as directed", "as required", "as permitted", "approval", "acceptance", or other words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance from the KO or COR is intended unless stated otherwise.

A. Additional Material Handling. Time expended for loading materials from storage to truck; unloading materials to work area, moving materials from storage to job site, removing debris, and handling of materials during the job is not included in the craft time standard.

B. Administrative Furlough. An administrative furlough is a planned event by an agency which is designed to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any budget situation other than a lapse in appropriations. Furloughs that would potentially result from sequestration would generally be considered administrative furloughs.

C. Alterations. Alterations are new work that is not related to the maintenance and repair of the building. Alterations may include installation of equipment and miscellaneous items, fabrication of miscellaneous items, relocation of equipment, materials, and devices, minor construction work requirements and miscellaneous services. Alterations work with a total cost including labor and materials of \$2,000 or less shall be classified as minor work and alterations with a total cost exceeding \$2,000 shall be classified as IDIQ work.

D. Backlogged Service Orders. A routine service order issued during the previous contract and not completed for any reason, or maintenance, repair and minor construction requirements that are identified during lapses, if any, in service between this contract and previous contract.

E. Component Part. Any part of any item or system that is detachable or removable from the main body or main assembly of the item or system.

F. Construction Wage Rate Requirements Statute Work. The Contractor shall pay employees not less than the minimum wages and fringe benefits specified in the Construction Wage Rate Requirements Statute Determination, if the total cost (labor and materials) of the individual alteration indefinite-delivery indefinite-quantity (IDIQ) work effort exceeds \$2,000. The Government reserves the right to survey the Contractor's employees for compliance with the Construction Wage Rate Requirements Statute.

G. Contracting Officer (KO). The Contracting Officer is a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

H. Contracting Officer's Representative (COR). The person whom the KO will designate by name and position title to act as intermediary between the Contractor and the KO on matters pertinent to this contract and be his/her designated representative. For this requirement, COR(s) will be designated as primary and secondary; secondary COR(s) will assume responsibilities when the primary is not available.

I. Contractor. The term Contractor as used herein refers to both the prime Contractor and any Subcontractors. The prime Contractor shall ensure that Subcontractors comply with the terms and conditions of this contract.

J. Corrective maintenance, the maintenance task performed to identify, isolate, and rectify a fault so that the failed equipment, machine, or system can be restored to an operational condition within the tolerances or limits established for in-service operations. All maintenance is included in the firm fixed price portion of the contract.

K. Craft Hour/Direct Labor Hour. A craft hour is one hour of craft time, which shall include only the purely productive portion of direct, skilled labor required to perform a specific task at the work location. Time for job preparation, safety standby personnel, gas free entry certification for confined space entry, travel, normal and any additional material handling (including erection and dismantling of scaffolding), craft delay allowances (including security escort), and inspection, supervision, and similar indirect labor elements are not included.

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| <p>L. Delay Allowances. Time expended for planning the work in the shop and at the job site; personal needs; balancing delays waiting for other craftsmen; unavoidable delays; partial day influence; waiting for tools or materiel that should have been at the job site.</p> <p>M. Direct Labor Costs. Wages or salaries, which can be properly identified with and charged to one specific product or service. Direct labor cost shall include all direct labor employee benefit costs and burdens. Employee benefits shall include the employer's cost contributions for health and welfare, injury compensation, Federal and State Unemployment and Social Security taxes. It shall also include a burden factor to recover the cost of paid absence due to Federal Holidays and vacation, and other benefit costs including retirement contributions and paid sick leave may be included where identifiable and payable by the Contractor.</p> <p>N. Direct Materials Cost. The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value or salvage value that accrue to the Contractor. When questions arise concerning the cost of materials, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes in questionable situations. The lowest price will be used.</p> <p>O. Emergency Service Orders (ESO). Service Orders will be classified by the COR as emergency when the work consists of correcting failures which constitute an immediate danger to personnel or threaten to damage property (e.g. electrical power outages, voltage fluctuations greater than plus/minus five percent, electrical defects which may cause fire or shock, etc.); or compromise physical security and others or as determined by the COR.</p> <p>P. Enterprise Business System (EBS) and Facility Center. EBS is the suite of facilities automation products used at the HQC. EBS maintains and manages facilities related data for Assets, Maintenance, Space, Leases, Materials, Property, and Projects. All demand and preventive maintenance work requests are issued and managed through EBS.</p> <p>Q. Extraordinary Repair Work. Extraordinary repair work includes repair and replacement work required due to accidents, acts of God, unlawful acts, or faulty or negligent operations by personnel other than the Contractor and its agents maintaining the system. Extraordinary repair work exceeding the scope of minor work shall be accomplished by issuing a separate IDIQ task order. Examples of extraordinary repairs would include the following; burnout of switchboard due to flood water, damage from a ruptured pipe or fire suppression system or lamp post broken by car collision. Examples of repairs that ARE NOT extraordinary repairs would include: burnout of silicone filled transformer or burnout of security camera due to rain water intrusion.</p> <p>R. Facility. Industrial property for production, maintenance, research, development, or testing, including real property and rights therein, buildings, structures, improvements, and built-in equipment.</p> <p>S. Fixed Burden Rate (F.B.R). The indirect costs (expressed in percentage of direct cost) for work included in the IDIQ portion of the contract. The FBR Rate will not include profit.</p> <p>T. Frequency of Service. Unless otherwise noted, services designated with the following frequencies shall be performed at intervals specified:</p> <p>Annual (A). Services performed once during each 12 month period at intervals of 335 to 395 days.</p> <p>Biennial (BA). Services performed once every 2 years on a date during the month specified.</p> <p>Bimonthly (BM). Services performed 6 times during each 12 month period at intervals of 58 to 63 days.</p> <p>Biweekly (BW). Services performed 26 times during each 12-month period at intervals of 13 to 15 days.</p> <p>Daily (2D). Services performed twice each day, Monday through Friday, excluding holidays unless otherwise noted.</p> <p>Daily (3D7). Services performed three times a day, at intervals between 7 and 9 hours, seven days per week including weekends and holidays.</p> <p>Daily (D). Services performed once each day, Monday through Friday, excluding holidays unless otherwise noted.</p> <p>Daily (D7). Services performed once each day, seven days per week including weekends and holidays.</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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| <p>Hourly (H). Service performed every hour, at intervals between 50 to 70 minutes, seven days per week including weekends and holidays.</p> <p>Monthly (M). Services performed 12 times during each 12 month period at intervals of 28 to 32 days.</p> <p>Quarterly (Q). Services performed 4 times during each 12 month period at intervals of 80 to 100 days.</p> <p>Quinquennial (QA). Services performed once every 5 years on a date during the month specified.</p> <p>Semiannual (SA). Services performed twice during each 12 month period at intervals of 160 to 200 days.</p> <p>Triennial (TA). Services performed once every 3 years on a date during the month specified.</p> <p>Weekly (W). Services performed 52 times during each 12 month period at intervals of 6 to 8 days.</p> <p>U. Government Furnished Property (GFP). Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract.</p> <p>V. Hazardous Materials. A substance or material, including a hazardous substance capable of posing an unreasonable risk to health, safety, and property. Refer to 49 CFR, Part 172 "Hazardous Materials Table" and Appendix 172.101, List of Hazardous Substances and Reportable Quantities.</p> <p>W. Hazardous Waste. Any material that is subject to the Hazardous Waste Manifest Requirements of the US Environmental Protection Agency as specified in 40 CFR Parts 261 and 262.</p> <p>X. Inclement Weather. Conditions that will cause the traffic and work forces to curtail normal hour employees to delay their reporting times or remain at home teleworking.</p> <p>Y. Indefinite Delivery Indefinite Quantity (IDIQ) Work. "IDIQ" is defined as alteration requirements and extraordinary repair work, which exceed the scope of a service order for minor work. Alteration and extraordinary repair work will be classified as an IDIQ when the total cost of the required work, including labor and materials, is beyond the scope of a service order for minor work (\$2,000.00), but less than \$3,000,000. Work shall be completed within the time frames specified on each task order. IDIQ Work is included in the indefinite quantity portion of the contract.</p> <p>Z. Job Preparation. All work and costs associated with receiving and considering a job assignment and instructions; planning equipment and material requirements; obtaining proper tools; laying out job, tools, materials, and equipment; setting up ready to begin work; cleaning and storing tools and equipment and cleanup of job site. Job Preparation is not direct labor.</p> <p>AA. Latent defects. Latent defects are defects that are present in a hidden or undeveloped state and are not visible or apparent at the time of inspection, but which become obvious or come into being at some future time.</p> <p>BB. Maintenance. The recurring day-to-day, periodic, or schedule work required to preserve or restore real property to such a condition that it may be effectively utilized for its designated purpose. The term includes work undertaken to prevent damage to a facility that otherwise would be more costly. Maintenance may be Preventive, Predictive, or Corrective. All maintenance is included in the firm fixed price portion of the contract.</p> <p>CC. Minor work. Minor work is defined as alteration requirements, new work, or installation when the total cost of the required work, including labor, equipment, and materials, is \$2,000 or less. Minor Work shall be completed within the time frames specified on each Minor Work Service Order. Minor Work is included in the fixed firm price portion of the contract.</p> <p>DD. Predictive Maintenance. Predictive maintenance is recurring scheduled work typically consisting of non-destructive testing and sampling to predict equipment problems so that corrective action may be taken to preserve or restore real property to such a condition that it may be used for its designated purpose. The term includes work undertaken to prevent damage to a facility that otherwise would be more costly. All predictive maintenance is included in the firm fixed price portion of the contract.</p> <p>EE. Pre-Expended Bin Materials and Supplies. The minor materials and supplies which are incidental to a job, and for which the total direct cost of one material line item shown on the material estimate is \$50.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, anchors, washers, spacers, masking tape, sand paper, solvent cleaners, lubricants, grease, oil,</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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| <p> rags, mops, glue, epoxy, spackling compound, joint tape, gases, fittings, and compound, clips, welding rods, heat sinks, touch-up paint, electrical fittings, etc. </p> <p> FF. Preventive Maintenance (PM). The recurring day-to-day periodic scheduled work required to preserve or restore real property to such a condition that it may be reliably used for its designated purpose. The term includes work undertaken to prevent damage to a facility that otherwise would be more costly. All preventive maintenance is included in the firm fixed price portion of the contract. Preventive maintenance service orders shall be issued through the EBS system. </p> <p> GG. Quality Assurance (QA). A method used by the Government to provide some measure of control over the quality of purchased goods and services received. </p> <p> HH. Quality Control. A method used by the Contractor to control the quality of goods and services produced. </p> <p> II. Recurring Work. Work, which is performed on a periodic basis such as preventive maintenance, predictive maintenance, building operations and standard operating procedures (SOP's). Recurring work is included in the firm fixed price portion of this contract. </p> <p> JJ. Regular Working Hours. The Government's regular (normal) working hours are from 6:00 AM to 7:00 PM Mondays through Fridays except (a) Federal Holidays and (b) other days specifically designated by the KO. </p> <p> KK. Repair. Repair is the restoration of a piece of equipment, a system, or a facility to such condition that it may be effectively and reliably utilized for its designated purposes, and is a result of ordinary use, operation, normal wear and tear and the passage of time. Repairs may be overhaul, reprocessing, or replacement of constituent parts or materials that have deteriorated by action of the elements or usage and have not been corrected through maintenance, or replacement of the entire unit or system if beyond economical repair. All repair work is included in the firm fixed price portion of the contract. Extraordinary Repair Work is not included in this definition. </p> <p> LL. Response Time. Response time is defined as the time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate tools, equipment, and materials, ready to perform the work required. Response times are designated in the appropriate technical clauses of the Performance Work Statement. </p> <p> MM. Routine Service Orders (RSO). Service Orders will be classified by the COR as routine when the work does not qualify as an emergency or an urgent call. Examples of routine calls include inoperative switches or outlets, minor repairs to electrical equipment, light bulb replacement, etc. </p> <p> NN. Service Contractor Labor Standards Statute. The statute requires that all Contractors working on government service contracts shall compensate their workers in accordance with prevailing wage rates as periodically promulgated by the Department of Labor wage determinations. The Service Contract Labor Standards Statue applies to the firm-fixed price portion of the contract. </p> <p> OO. Service Orders (SO). Service orders are unscheduled maintenance, repair, and minor work. Maintenance and repair service orders are issued through the EBS or Facility Center system and are assigned emergency, urgent, same day or routine priority. All service order work is included in the firm fixed price portion of the contract. </p> <p> PP. Task Order. A task order is a document (SF 1449) issued by the KO to order IDIQ work. </p> <p> QQ. Travel time. Time expended between shop and the job site; waiting for vehicle; getting in and out of vehicle; loading and carrying a tool box; vehicle travel; unloading material tools or equipment, walking from vehicle to job site; opening and closing door; walking up and down stairs; using elevators; and access to secure or controlled areas or awaiting escort. Travel time is not considered direct labor. </p> <p> RR. Urgent Service Orders (USO). Service orders will be classified by the COR as urgent when the work is deemed mission essential or when the work consists of failures in services which do not immediately endanger personnel, or </p> | | |
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threaten to damage property, or disrupt operations and/or training missions, but would soon inconvenience and affect the health or well-being of personnel, damage property, or disrupt operations and/or training missions.

C2.3 GOVERNMENT FURNISHED FACILITIES, EQUIPMENT

A. The Government will provide the Contractor the use of certain Government owned facilities for use only with this contract. The use of Government furnished facilities, system furniture and materials for other purposes is prohibited.

(1) Government Furnished Facilities. The Government will provide the following rooms: 0632 and 0626 in BLDG 2462 (about 350 sq. ft. each). The Contractor shall assume responsibility and accountability of such facilities provided for his/her use and shall take adequate precautions to prevent fire hazards, safety hazards, odor, and vermin. Custodial services for Government furnished facilities shall be the responsibility of the Contractor and as a minimum shall be maintained at the same level as similar spaces occupied by the Government. The Contractor shall obtain written approval by the COR before making any modifications or alterations to any of these areas. Any modifications to Government Furnished facilities shall be at Contractor expense. At the completion of the contract, all areas shall be returned to the Government in the same condition as received, except for reasonable wear and tear. The facilities provided is attached in (C9)

(2) Government Furnished Equipment. The equipment provided is identified in Attachment C10.

C2.4 GOVERNMENT FURNISHED MATERIAL (GFM).

A. Experience has shown that selected items of long lead time parts and materials must be stocked to insure repair of critical equipment in the event of failure. A list of these GFM items and minimum stocking levels are contained in Attachment C11. The Government will provide the Contractor an initial issue of these items in at least the minimum quantities listed in Attachment C11. The Contractor shall maintain at least the minimum quantity of all the items specified. These items will be used by the Contractor in the maintenance and repair of the facilities/systems only as follows:

B. GFM items shall be used on the systems, facilities, or equipment with which they are associated. A replacement GFM item shall be ordered within 3 working days after the use of any GFM item, which causes the total quantity on hand to fall below the minimum specified level. The Contractor shall bear the cost of replacement of all GFM items.

C. Upon completion or termination of the contract, all GFM items shall be returned to the Government in the minimum specified quantities.

D. The government does not represent that these are all the GFM items needed to avoid repair delays for critical equipment. Semi-annually the Contractor shall review the cumulative repair data on the building electrical equipment to identify additional insurance parts required to effectively provide timely repairs. This review shall be reported to the COR. The COR must approve the purchase of additional insurance parts. Purchase of additional insurance parts is the responsibility of the Contractor.

E. Government provided insurance spares are not to be used without the approval of the COR.

F. Availability of Utilities. The Government will furnish the following utility services at existing outlets, for use in those facilities provided by the Government and as may be required for the work to be performed under the contract: electricity, natural gas, fresh water, sewage service, and refuse collection (from existing collection points). Information concerning the location of existing outlets may be obtained from the COR. The Contractor shall provide and maintain, at his/her expense, the necessary telephone service lines from existing Government outlets to the site of work.

C2.5. SAFETY.

A. The Contractor shall establish an accident and safety program, which shall provide safety, health protection, and personnel medical maintenance as required by the Occupational Safety and Health Administration (OSHA) and all Code

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of Federal Regulation segments implementing OSHA to include means of employee reprimand and or dismissal for repeated safety violations. The Government reserves the right to conduct unannounced safety inspections at any time.

B. The Government reserves the right to investigate accidents involving Contractor personnel. The Contractor shall immediately report to the COR any bodily injury or death of Contractor personnel while in the performance of official duties, damage to Government property estimated to be in excess of \$100, or loss of Government property resulting from activities of the Contractor, its agents, or employees.

C. The Contractor shall provide employees with protection against health hazards by furnishing all industry standard protective equipment, ladder safety training, and test equipment required for performance of this contract. At times it will be necessary for the Contractor to provide a Certified Safety Professional for instruction and safety meetings. All equipment shall be National Institute of Occupational Safety and Health (NIOSH) or Mine Safety and Health Administration (MSHA) approved for the usage intended, whichever is the most stringent. Conflicting instructions shall be brought to the COR for resolution.

D. There shall be a minimum of two (2) qualified personnel in the working areas any time work is being performed on or near energized equipment, or on ladders or lifts used in the atrium or parking lot areas and areas where there is a possible danger to Contractor personal or building occupants. Barriers such as safety sawhorses, cones, and or barrier tape shall be used to block off areas to keep building occupants safe and out of areas that the Contractor is working, to include while working in or above ceiling while using ladders or lifts.

E. The Contractor shall ensure that all employees are trained and that training is keep current and up to date to maintain compliance with the requirements in NFPA 70E.

F. The Contractor shall ensure all conductors shall be treated as energized unless tested and grounded and in compliance with OSHA standard for The Control of Hazardous Energy (Lockout/Tagout), Title 29 Code of Federal Regulations (CFR) Part 1910.147 Lockout Tagging, testing, and grounding performed for personal protection prior to working on de-energized conductors shall be done by the person performing the work and verified by the onsite shift supervisor. Each tag shall be signed and dated as require in the lockout tag out regulation.

G. The Contractor shall ensure that all signs, equipment, machinery, and hazards are marked or painted to identify the hazard. The colors and markings used shall conform to OSHA regulations specified at 29 CFR 1910.144 (Safety Color Code for Marking Physical Hazards), and other State, Local statutes, Fort Belvoir and HQC as applicable.

H. The Contractor shall ensure that all operating equipment and tools have guards, which conform to the provisions of OSHA regulations specified at 29 CFR 1910, Subparts O and P.

I. All waste material defined at 40 CFR 251.20 which could affect the environment must be disposed of in accordance with directions provided by the Environmental Protection Office/Safety Officer.

J. Scheduled safety tests shall be the responsibility of the Contractor to perform, at no cost to the Government, in accordance with building specifications and as outlined in this contract.

K. Fire Protection and Prevention. The Contractor shall comply with all safety and fire requirements outlined in U.S. Army, Ft. Belvoir (USAFB) Fire Regulations, copies of which are available in the office of the Post Fire Marshal, USA Ft. Belvoir, Virginia.

L. The Contractor shall be liable for any fire loss to Government property attributable to negligence or willful misconduct of the Contractor or Contractor's employees, including failure to comply with prevention or clarification on fire prevention and protection matters.

M. The Contractor shall familiarize employees with the USAFB Fire Regulations, location of fire reporting telephones near site of work and correct fire reporting procedure. USAFB Fire Marshall may be contacted for any additional information or clarification on fire prevention and protection matters.

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C2.6 SECURITY REQUIREMENTS FOR ACCESS

A. Building Security. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

B. Entrance into the facility is Access Controlled and all persons and vehicles are subject to search. All Contractor or sub-Contractor personnel shall be required to sign-in upon entry into the building unless a badge has been issued to the Contractor personnel. All Contractor personnel who regularly work in the HQC shall be required to fill out the necessary information to obtain a badge. All Contractor employees must receive a favorable background investigation. If the background investigations are unfavorable, HQC (Command Security) Command security will make the determination to allow access to the HQC. The cost of the background investigation shall be the responsibility of the Contractor. Once the Contractor's personnel have passed the background investigation, the Security Divisions will issue appropriate badges. NOTE: All Contractor personnel assigned shall obtain and maintain at a minimum a SECRET level clearance PRIOR to the contract start date. The Diamond II administrator and security personnel must hold a Top Secret SCI clearance. (This will require the Contractor to already have a Top Secret Facility Clearance). Loss of a clearance shall be reason for removal of Contractor personnel assigned. Clearance requirements shall include any Contractor personnel performing services required by this contract to include all replacement or temporary replacement personnel, who regularly work or are used as replacement personal.

C2.7 CONTRACTOR FURNISHED ITEMS

A. Except for the items listed in Attachment C11 the Contractor shall provide all equipment, tools, materials, parts, components, training, and services to perform all contract requirements. All replacement parts and components shall be new, industrial grade, equal to or better than the manufacturer's original equipment specifications and compatible with existing systems. All parts and materials shall be standard products of manufacturers regularly engaged in the production of such products. If new parts are not available, the Contractor may request approval in writing from the COR to use rebuilt parts. The use of rebuilt parts before receipt of approval or without approval shall not be used. All parts whether new or rebuilt shall carry the full warranty as required by this contract.

B. No part shall be utilized for any purpose other than that which it has been designed and manufactured. The Contractor shall retain all replaced parts for at least ten (10) working days and upon request make them available to the Government for inspection.

C. Materials containing Asbestos, PCB's or lead based paints shall not be brought on-site.

D. The Contractor shall not store hazardous materials on-site in a quantity greater than the amount used during one week.

E. The Contractor is expected to establish the availability of parts and materials likely to be required in the accomplishment of maintenance and repair work and to stock any parts that cannot be readily obtained.

F. All parts bought and stocked by the Contractor shall be the property of the Contractor. The Government will not reimburse the Contractor for any stocked parts not used during the term of this contract. It is the responsibility of the Contractor for the timely procurement of replacement and repair parts.

G. Any parts, equipment, or materials damaged during the performance of the contract shall be replaced or repaired by the Contractor at no additional cost to the Government.

H. Maintenance or repair work that must interface with or access the building systems shall be scheduled and coordinated with the COR.

I. When disputes arise concerning material, equipment and components selected for work items already completed, the Contractor shall, at no cost to the Government, remove, replace or rework material, equipment and components so compliance with the Government's requirements are satisfied. The resolution of formal disputes is addressed in the FAR 52.212-4 (d) "DISPUTES" clause.

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J. The COR may require test data showing that any materials or supplies procured by the Contractor meet the specifications. The COR will require samples, Safety Data Sheets (SDS), manufacturer's data cut sheets, etc., of materials used in this contract and they will be updated annually.

C2.8 CONTRACTOR MANAGEMENT

A. The Contractor is fully responsible for efficient, economical, satisfactory, operation, installation, maintenance, inspection, programming, testing, and repair of electrical systems, systems, and services covered under this contract.

B. The Contractor shall provide all necessary management, administrative, and technical functions necessary for the effective and timely accomplishment of all contract requirement.

C. The Contractor shall employ at all times a sufficient number of qualified employees in accordance with the Performance Work Statement requirements in this contract.

D. The Government will inspect and audit the Contractor's activities, and performance throughout the term of this contract to ensure compliance with all contractual requirements. All matters pertaining to the employment, supervision, or compensation, promotion, and discharge of contract employees shall be the responsibility of the Contractor, who is in all respects their employer.

E. The KO may require the immediate dismissal of any Contractor employee and /or Subcontractor employee who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the building and its population. The KO may require the Contractor to remove any employee from the HQC who is found objectionable. The removal from the HQC of such person(s) shall not relieve the Contractor of the requirement to provide sufficient personnel to perform all contract requirements. A combination change request for lock associated with a departing employee shall be submitted upon departure.

F. The Contractor shall manage the total work effort associated with the maintenance, repair, minor work, IDIQ, new construction, and all other services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling, cost accounting, report preparation, update drawing, establishing and maintaining records, bar coding, update asset inventory for new equipment and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices.

G. Key Control. The Contractor shall establish and implement a procedure for ensuring that all keys and/or lock combinations used are not misplaced and are not used by unauthorized persons. The Contractor will furnish all keys and/or locks required for the satisfactory securing of electrical equipment, component cabinets, and accomplishment of tasks described in the contract. Any changes to Combinations will be the Governments responsibility. Keys issued to the Contractor shall not be duplicated unless authorized; lock combinations shall not be disseminated beyond a "need to know" basis. The Contractor shall report loss of a key or compromise of a combination immediately to the COR. All keys lost by the Contractor will be replaced by the Government at the COR's discretion, existing locks will be replaced; all cost associated with lost keys to include the replacement of locks will be charged to the Contractor. Cost of replacing or installing combination locks resulting from Contractor caused compromise of combination will also be assessed to the Contractor. The Contractor shall provide a monthly key control inventory report to the COR.

H. Work Control. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in accordance with the quality standards established herein. Verbal scheduling and status reports shall be provided when requested by the COR. The status of any item of work must be provided within one (1) hour of the inquiry during regular working hours, and within two (2) hours after regular working hours. The Contractor shall attend formal reviews at the HQC with the COR on a monthly basis to discuss work performance, areas of concern, etc. The On-site Supervisor and Project Manager shall attend the monthly review and present to the COR their analysis of the quality and timeliness of the past months performance and actions planned to improve performance. The Contractor shall develop Standard Operating

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| <p>Procedures (SOP's) for the set up and return to normal, for operation, testing, inspection, repairs and preventive maintenance of Fire Detection System, Security System, Sound Masking and Paging System, High Voltage/Low Voltage, UPS, Emergency Generators and others required by the COR. The SOP's shall be provided in writing to the COR thirty days before the contract start date.</p> <p>I. The Contractor shall use the Government provided EBS or Facility Center system to schedule and control all Service Orders, Preventive Maintenance, and Task Orders. The Government will have access to the data in the EBS system at all times to, at a minimum, run reports, and check the status of Service Orders, Preventive Maintenance and Task Orders. The Government will provide formal training on the EBS software to the necessary Contractor employees. The EBS training will occur at the HQC at the Government's expense prior to contract start. The Government will use the EBS system data as the primary record system for verifying work has been performed. For example, if work has not been closed out in EBS, a deduction can be calculated for non-performance.</p> <p>J. The Contractor shall develop and provide all additional work control forms, including, at a minimum; operational logs, operational maintenance, inspection, daily reports, work schedules and submit these forms to the COR for approval within 30 days of contract start or award.</p> <p>K. Work Schedule. The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall make every effort to minimize the impact of the interference, inconvenience, equipment downtime, interrupted service, customer discomfort, etc. All work schedules shall be submitted for approval to the COR. Once approved, all work shall be performed in compliance with the work schedule to facilitate the Government's inspection of the work. Whenever non-essential services have been scheduled on a holiday, the services shall be performed on the following working day. The COR must approve all unscheduled work. In preparing the work schedule, the Contractor shall comply with the following:</p> <p>L. Annual Work Schedule. The preventive maintenance schedule (C7) existing in the EBS or Facility Center database and provided in the Request for Proposal (RFP) will be the basis for the annual work schedule unless the Contractor can substantiate to the COR, how it could be improved to improve productivity and quality of performance. Within 30 days of contract start or award and within thirty (30) days after the Government's notice of exercising an option, the Contractor shall submit to the COR an annual schedule of planned performance of work in a format acceptable to the COR. This schedule shall be arranged so each contract requirement is covered separately. The schedule shall indicate by month, all services performed, the frequency of service, and the location. In preparing the annual work schedule, the Contractor shall indicate the week that bi-weekly, monthly, quarterly, semi-annual and annual work shall be performed.</p> <p>M. Monthly Work Schedule. The Contractor shall develop and submit a monthly work schedule to the COR for approval five (5) working days before the start of the scheduled month. The initial monthly schedule format must be submitted to the COR for approval thirty (30) days before contract start. The monthly schedule shall identify all recurring work, preventive maintenance and work ordered under the IDIQ portion of the contract. In preparing the monthly work schedule, the Contractor shall comply with the following general requirements:</p> <ol style="list-style-type: none"> (1) Recurring services shall be identified and a daily work schedule set for the coming month indicating the type of work to be performed, the location and include hour of the day (within 15 minutes) and estimated time to complete the work for daily, semi-weekly and weekly work and day of the month for completion of weekly, bi-weekly and monthly work. (2) Preventive Maintenance work shall be identified and a daily work schedule set for the coming month indicating the location and the equipment to be serviced including the day, hour and estimated time to complete the work. (3) IDIQ work shall be identified and start and completion dates set for the coming month. (4) Changes or additions that prevent the Contractor from completing work on schedule or which change the scope of the work shall be reported to the COR in writing. <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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N. Service Interruptions. If any services must be discontinued (even temporarily) because of scheduled contract work, the Contractor shall notify the COR at least fifteen (15) working days in advance. If the discontinued service is because of an emergency breakdown, the Contractor shall notify the COR immediately. Services included are electrical distribution, emergency power systems (UPS, generators, switchgear, ATS), fire detection equipment systems, security equipment and systems. The emergency power, fire detection and security systems are critical to the mission of the building. All maintenance and repair work (scheduled and unscheduled) shall be closely coordinated with the COR. Critical services shall not be interrupted without (1) approval of the COR, (2) all tools, equipment and parts to restore service located at the work site, and (3) presentation of a recovery plan (to include current system backup tape, recovery disks), to the COR in the event of system failure(s) when restoring service.

O. Interference with Government Business. The Contractor shall schedule and arrange work to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall make every effort to minimize the impact of the interference, inconvenience, or customer discomfort. Special consideration shall be given when using solvents, cleaners, or other material that has a warning label indicating the material may be irritating or harmful to building occupants.

P. Protection of Government Property. The Contractor shall take special care to protect Government property including furniture, walls, baseboards, and other surfaces from damage. Accidental splashes shall be removed immediately. Any areas damaged as a result of work under this contract shall be returned to their original condition, to include painting, refinishing, fireproofing, or replacement, if necessary, at the Contractor's expense.

Q. Personnel. Staffing, Qualifications, Job Descriptions, and Supervision Requirements are described in SECTION C3 CONTRACT PERSONNEL REQUIREMENTS.

R. Work Reception Desk. The Contractor shall maintain a reception desk attended continuously during normal working hours to receive and process (through EBS) any contract related call (i.e. ordering service orders, service order status, Task Order status, questions, complaints) from the COR. The persons attending the work reception desk shall be familiar with the Contractor's organization and procedures as well as the terms of the contract and operation of the EBS system. The work reception desk shall be capable of being in constant communication with the Contractor's Project Manager, Onsite Supervisor, or designated representative.

S. Technical Library. The Contractor shall establish and maintain a Technical Library of all technical data related to the contract services. The library shall include such items as: equipment model numbers, serial numbers, equipment manufacturer's manuals, data packages, spare parts list, utility data, applicable Government publications and regulations, standard operation procedures (SOP), maintenance procedures and manuals, cleaning product literature, material safety data sheets (MSDS). The Contractor shall maintain the library to the completion/termination of the contract and shall make the library available to the COR at any time. The technical library shall be Government property and shall remain on-site upon completion or termination of the contract. The contractor shall update the Library within (15) days of any change or update.

T. Records and Reports. The Contractor shall maintain management, operation, and maintenance records and prepare management, operation and maintenance reports. Electrical and Fire Detection systems Operation and Maintenance reports shall be submitted to the COR monthly. Equipment operating logs (approved by the COR) shall be maintained for all toured equipment. At contract completion/termination all records and copies of reports shall be turned over to the COR within five (5) calendar days before contract completion/termination. See Attachment C8, List of Records, and Reports for a listing of required reports.

U. Contracts and Subcontracts. Ten (10) days before contract start, the Contractor shall submit to the KO and COR, copies of any contingent contracts or subcontracts that provide any services required under this contract.

V. Equipment History Files. The Contractor shall maintain the history of work accomplished in the EBS system or Facility Center. EBS contains a database of all equipment maintained (including bar code number, part number, serial number, manufacturer and location), all service orders, Task Orders and preventive maintenance. All information shall be entered into EBS within two (2) days after the completion of work. The Government has access to this data at all times. The data is Government property and shall remain on-site upon completion or termination of this contract.

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W. At a minimum, the data entered into EBS shall contain labor man-hours, problems identified, works performed, and material costs for service orders, minor work, Task Orders, and preventive maintenance.

X. The Contractor shall update equipment data in EBS for equipment repaired or replaced.

Y. Utility Outages. Utility outages shall be scheduled at a time of minimum demand and disruption, normally after regular working hours. Requests for utility outages will be submitted in writing to the COR for approval a minimum of (15) working days in advance of the scheduled outage. This request shall list all areas affected and temporary utilities required during the duration of the outage. All scheduled outages shall be approved in advance by the COR. All equipment affected by an outage shall be properly secured in advance and reactivated after utilities are restored to normal conditions. All labor efforts required to coordinate and perform utility outage work, whether scheduled or unscheduled shall be covered under the service call, deliver order, or the requirement that generated the request.

Z. Inoperative Equipment or Systems. When any equipment or system fails and endangers life and/or property, it shall be secured, locked out and red-tagged stating the service order number, shop, telephone number, date and name of the worker who placed it out of service. Lockout tags and locks shall be provided by the Contractor. Each and every tag out and/or lock out action shall be recorded in a log. The COR shall be notified of each such action in a weekly report.

AA. Locating Underground Utilities. The Contractor shall coordinate approval of all excavation permit requirements to support work covered under this contract and to support other Contractor/Government Personnel by locating, identifying, and marking Government owned underground utility lines. This includes the coordination of all other utility company efforts to approve excavation permits. All labor efforts shall be covered under the Firm Fixed Price portion of the contract.

BB. Underground Storage Tanks. The Contractor shall provide persons certified by the Commonwealth of Virginia for all work on underground storage tanks. A certified person must be present on the job site at all times when work is being performed on underground storage tanks. The Contractor is responsible for all testing, operating, maintenance, record keeping, and repair.

CC. Hazardous Materials. See Attachment C13, Hazardous Materials.

DD. Hazardous Waste. The Contractor shall become thoroughly familiar and comply with the HQC Hazardous Management Plan. Contractor employees may be required to handle various hazardous materials. Applicable instructions, regulations, handling, and transporting procedures are identified in Attachment C13. The Contractor shall also be required to weigh hazardous material when it is placed in the HQC Hazardous Waste Storage Area.

C2.9 FACILITY COORDINATORS

A. Within ten (10) calendar days following award of this contract, the KO will provide the Contractor with a list of Facility Coordinators (FACO's). The Contractor shall be responsible for notifying the Facility Coordinator of any work to be performed in an area under his/her control that would tend to disrupt the conduct of normal Government business. The Contractor shall notify the FACO at least two (2) working days in advance of such work. Notification shall include the type of work to be done and the estimated completion date. The Contractor shall reschedule any work that the COR deems necessary to avoid unacceptable disruptions in the Government's business.

C2.10 WORK OUTSIDE REGULAR WORKING HOURS

A. Unless otherwise specified, all firm fixed price work shall be performed within the scheduled frequency of service during the Government's regular working hours. If the Contractor desires to work after regular working hours, Saturdays, Sundays, or holidays, the Contractor shall submit a request to the COR for approval five (5) working days before performing the work. Any work that will cause safety concerns or will disrupt the productivity of DLA HQC tenant personnel shall be performed after normal working hours if required by the COR and at no additional cost to the government.

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B. IDIQ work items shall be performed when a task order is issued for the work required. If the Contractor desires to perform this work other than during the negotiated working hours, prior approval shall be obtained from the COR two (2) work days in advance. Contractor requests to perform IDIQ work outside normal working hours after the Task Order is issued shall be performed at no additional cost to the Government.

C2.11 CONTINUITY OF SERVICES

A. To insure continuity of essential services, the Contractor shall be prepared to fully commence work on the start date of this contract and should not assume that previous Contractor employees will be available to guide, direct, or specifically orientate the Contractor's employees. As part of being fully ready to commence work, the Contractor shall be prepared to accept approximately thirty (30) backlogged service orders, as defined in C2.3 DEFINITIONS, on the contract start date. Work must be completed on all of these service orders within ten (10) Calendar days after the contract start date. The correction of these backlogged service orders is fully the responsibility of the Contractor.

B. The Contractor shall recognize that services covered by this contract are vital to the Government's mission. Continuity of services must be maintained at the utmost proficiency, without interruption, by the Contractor throughout the entire term of the contract. To maintain these critical services the Contractor shall prepare specific plans describing how he will ensure that all services will be continuously provided.

C. Strike Contingency Plan (SCP). The Contractor shall prepare a Strike Contingency Plan to be used in the event of a strike by his employees. The SCP shall be submitted to the COR for approval within 15 days of contract start or award. At a minimum, the SCP shall include the following information:

- (1) The names, addresses, telephone numbers, and contact persons of proposed firms the Contractor intends to utilize to provide the services defined in this PWS during strikes by his employees.
- (2) Copies of current licenses and certifications of experience assuring the Government that all temporary or replacement employees (including Subcontractor employees) will meet the experience and licensing requirements of this contract.
- (3) Contractor Emergency Plan (CEP). The Government's Occupant Emergency Plan (OEP) and Damage Control Plan (DCP) are used by the Government during building emergencies. The Contractor shall prepare a Contractor Emergency Plan that will define the Contractor's procedures and actions he will take to provide support to the Government's OEP and DCP. Designated Contractor personnel, including the On-site Supervisor, shall be thoroughly familiar with the Government's OEP and DCP, and shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan.

D. The Contractor will not be penalized for delay of normal work if the work force has been diverted for emergency support. Additional Contractor costs incurred for emergency situation support shall be included in the Firm Fix Price portion of the contract.

E. Contractor participation in the Governments emergency plans shall be mandatory during building related emergencies or natural disasters, regardless of the time of occurrence. The Contractor shall be required to operate the facility during all emergency situations including, but not limited to Chemical, Biological, Radiological, and Nuclear, (CBRN) attack, fires, accident and rescue operations, strikes, civil disturbances, natural disasters, utility service outages and military contingency operations. The Contractor's Emergency Plan shall be submitted to the COR for approval within 15 days of contract start or award and shall include, at a minimum, the following:

F. The Contractor's procedures and actions used to provide support to the Government during emergencies.

G. The name, address, telephone number, and current position of each employee that will participate in the Contractor Emergency Plan.

H. The specific functions that each employee will perform during emergency situations.

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I. If temporary or Subcontractor employees are to be used, the same information is required as in the Strike Contingency Plan.

J. Quality Control Plan (QCP). The Contractor shall establish and maintain a Quality Control Program (QCP) in accordance with the FAR 52.212-4 (a) "INSPECTION/ ACCEPTANCE" clause, to ensure that the work performed under the contract conforms to contract requirements. The Contractor's QCP shall be submitted to the COR for approval fifteen (15) days before contract start.

K. The Contractor's QCP shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire life of the contract and scope of operations. The QCP shall be available for Government inspection and include:

(1) A description of the Contractor's QC procedures and processes. The procedures and processes must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted. At a minimum, the Contractor shall perform weekly quality control inspections of 20% of service orders, preventative maintenance, and tours shown in Attachment C5

(2) The name(s) and qualifications of the individual(s) responsible for performing the QC inspections, and the extent of their authority.

(3) Provisions for recording the results of inspections, for recording corrective action taken and for identifying actions being taken to minimize the repetition of the deficiency.

(4) Provisions to update and revise the QCP during the performance of the contract.

(5) A file of all QC inspections both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the COR during regular working hours. The file shall be turned over to the COR within three (3) days before completion or termination of this contract.

(6) The Project manager or on-site supervisor shall perform a weekly inspection of electrical equipment, office areas, atriums areas and site lighting.

(7) To ensure quality lighting replacement service, the Contractor shall, on a continual basis: survey/inspect all building's interior, exterior, parking lot, gate entrance and roadway lights, exit lights and accent lighting on all floors including the roof area and elevator penthouses identified on the building lighting plans and enter the information into EBS service orders to correct and repair the deficiencies.

(8) A procedure for periodic calibration of Contractor's metering, and test equipment and of coordinating the necessary certifications of Subcontractor meter calibration prior to commencing Preventive Maintenance for which it is required.

L. Contractor Phase-in Plan. Up to thirty (30) days prior to the start of the contract, the Contractor will be allowed to bring his employees on-site to become familiar with the operation, maintenance, and repair of the equipment and systems covered by this contract. The purpose of this phase-in period is to allow the Contractor an opportunity to make necessary preparations to ensure uninterrupted performance at the start of this contract. The Contractor shall develop a phase-in plan for submittal to the KO as part of the Technical Proposal. In conjunction with the Phase-In Plan, the Contractor shall develop a Training Program as follows:

(1) Significant items, actions, and processes to concentrate on during the phase in period are:

(a) Tours = daily/weekly checks of the main switch gears, power, security

(b) Maintenance schedules = Transfer of knowledge of the maintenance schedules.

(c) Technical Library= Plans, drawings, records, locations, submittals, Material Safety data sheets.

(d) Rapid creation & submittal of security clearance packages (DLA and DTRA)

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- (e) Building access, secure area access,
- (f) GFM, government furnished material
- (g) GFE, government furnished equipment
- (h) Computer & Systems Access (EBS access enterprise business system, Tririga)
- (i) Inventory existing stock
- (j) Part numbers = Contractors needs to transfer the knowledge of the current part numbers.
- (k) Stock
- (l) WAWF and EBS training
- (m) Electrical/Security = work with the current Technicians to get up to speed. Transfer of knowledge.

The Training Program shall detail how the Contractor will perform initial, periodic, and as required training of the on-site supervisor and shift supervisors in the proper operation of the HQC electrical equipment. Specifically the program shall cover, at a minimum, the following systems per Section C2.1: High and Low Voltage electrical distribution equipment; Fire Detection and Alarm systems; UPS; Emergency diesel Generator system; Electronic Security Systems; Automatic Transfer Switches; and sound Masking and Paging systems. The Training Program shall be submitted with the Phase-In Plan as part of the Technical Proposal and require approval of the COR.

(3) Pre-Existing Deficiencies. A conceptual joint inspection plan shall be provided in the Technical Proposal Ten (10) calendar days after the Contractor receives the notice of award.

(a) The Contractor shall submit a proposed joint inspection plan that details the number of personnel that will be employed time, location, and date of inspections for the purpose of identifying any pre-existing deficiencies with the HQC facility and equipment. The inspection may include a variety of non-destructive (such as infra-red) and non-disruptive (i.e., no power loss) inspection techniques.

(b) The KO shall accept or change the Contractor's inspection dates and notify the Contractor of the decision. The COR and the Contractor shall together make a complete and systematic inspection of all, electrical, system, equipment, and utility systems covered under this contract.

(c) The Contractor shall then prepare and submit to the COR, a pre-existing deficiency report listing all observed pre-existing deficiencies with equipment or systems noted during the joint inspection five (5) days before contract start work date, and one of the following actions will be taken:

(aa) If the Contractor can correct the deficiency through normal scheduled preventive maintenance procedures including routine repairs and adjustments where the task can be accomplished within one hour or less in labor and \$100 in material or repair parts, the COR will direct that it be done as such. No additional monies will be paid to the Contractor when these preventive maintenance procedures are utilized. However, if greater costs would be incurred for the repairs then the cost will be born at the government discretion.

(bb) If the preventive maintenance procedures cannot be utilized to correct the noted deficiency, the Contractor may be requested to submit a proposal to make the necessary repairs. In this instance, the following procedures will apply:

(cc) Upon request of the KO, the Contractor will submit a price proposal for the repair in question. If necessary, negotiations will be initiated between the Contractor and the KO in an attempt to reach agreement on a price for that repair. In the event a price cannot be agreed upon between the parties, the KO may establish a price and direct the Contractor to complete the repair. The Contractor may file a claim with the KO for any monies that are in dispute. The Contractor will not delay commencement of the repair while waiting the processing of the claim.

(d) The Government reserves the right to have any or all of the repairs of pre-existing deficiencies accomplished by other means. The Government may elect to have all or any part of this work performed by the Contractor, by Government employees, or by other Contractors. The COR will make a determination when no repairs will be made to the deficient equipment and or systems.

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| <p>(e) Equipment not in service at initial walk-through:</p> <p>(aa) Any and all deficiencies found more than thirty (30) days after seasonal start-up of any piece of equipment during the first year shall not be considered pre-existing deficiencies; and, therefore, the repair will be the responsibility of the Contractor. The COR will make the determination as to when the seasonal start-up begins.</p> <p>(bb) Nothing in this pre-existing deficiency clause shall be construed as diminishing the obligations imposed by this contract upon the Contractor to operate any deficient item to the extent safely operable, or to maintain any such item.</p> <p>(cc) Schedule of Deductions. Thirty (30) days after Contract Award, the Contractor shall submit the Schedule of Deduction (See Attachment C18) to the KO for review and approval.</p> <p>M. Contractor Phase-Out Plan. To ensure an orderly and smooth transition of services both at the end of this contract and at the beginning of the follow-on contract, the following procedure will be adhered to for Phase-out: Ninety (90) days prior to expiration of this contract, after selection by the Government of a successor Contractor, the incumbent Contractor and successor Contractor shall jointly prepare to plan for phase-out operation.</p> <p>Note: In accordance with FAR clause 52.237-2, if the contracting officer, in writing, directs the incumbent contractor, the incumbent contractor shall provide phase-out services for a period not to exceed sixty (90) days beyond expiration of this contract. Continuity and performance for all services required under this contract shall be maintained during this period by the incumbent Contractor.</p> <p>N. If the incumbent and successor Contractors cannot agree to phase-out, the Government has the right to either brings in its own employees or another party to accomplish this phase-out and bill the cost equally to both Contractors.</p> <p>C2.12 EQUIPMENT UNDER WARRANTY</p> <p>A. The COR will furnish to the Contractor, within thirty (30) days from contract start and as necessary thereafter, a list of equipment and components that are covered by original warranty. The list will indicate the expiration of each warranty.</p> <p>B. The Contractor shall not repair, replace, or otherwise correct defects in warranted equipment without obtaining prior authorization from the COR.</p> <p>C. If a service order is received, the Contractor shall respond, troubleshoot, report defects in material or installation of warranted equipment to the COR so that necessary action may be taken to exercise the provisions of the warranty or have the work performed by other means.</p> <p>D. The Contractor shall provide the COR with a copy of warranty information, documents and technical manuals related to equipment installed by the Contractor under the terms of this contract.</p> <p>E. The Contractor shall maintain all manufacturers warranties for the Government.</p> <p>F. When performing repairs, the Contractor shall provide a ninety (90) day warranty on labor and one (1) year warranty for defects in materials.</p> <p>G. When performing new work, the Contractor shall provide a one (1) year warranty for all labor and materials.</p> <p>H. The Contractor shall also provide manufacturer's warranties in addition to the one (1) year Contractor's warranty.</p> <p>C2.13 REPLACEMENT, MODERNIZATION, AND RENOVATION</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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A. During the term of this contract, the Government may operate, repair, replace, renovate, or improve equipment, systems, facilities, components, and fixtures at the Government's expense and through use of Government personnel or by means not associated with this contract.

B. All replaced, improved, updated, modernized or renovated equipment, fixtures, facilities, components and systems shall be maintained, operated and/or repaired by the Contractor at no additional cost to the Government unless such changes result in an increase or decrease in contract requirements.

C. Changes, replacements or deletions which result in an increase or decrease in contract requirements will result in adjustments to the contract price in accordance with FAR 52.212-4(c) "CHANGES" clause.

D. Additions or deletions to the contract inventory which result in an increase or decrease in contract Operational or Preventive Maintenance requirements will result in adjustments to the contract prices in accordance with the prices set forth in Attachment C17, Schedule of Deductions.

C2.14 AS-BUILT DRAWINGS

A. The Government will make As Built drawings available to the Contractor during normal working hours.
(The Government makes no representation as to the completeness or accuracy of these drawings.)

B. When the Contractor accomplishes work which requires the revision of system one line drawings, scaled drawings or panel schedules the Contractor shall forward all pertinent information to the COR so the Government can revise applicable drawings and make prints available.

C. All revisions shall be submitted to the COR within five (5) days after completing the work. The Government will withhold payment until receipt of these drawings.

D. Modifications made by the Contractor will be annotated in red on the system one line drawing, blue print, scaled drawings, and panel schedules for all Minor Work or IDIQ work orders. These shall be submitted to the COR within five (5) days.

C2.15 INTERFACE WITH OTHER CONTRACTORS AND GOVERNMENT PERSONNEL

A. Attention is invited to the fact that other Contractors and Government personnel are engaged in similar and supporting work, requiring close cooperation.

B. The Contractor shall cooperate with all other Contractors and avoid conflicts with other Contractors' performance and work schedules. In the event of conflicts with other Contractors that cannot be satisfactorily resolved, the matter shall be referred to the KO for decision. Such decisions shall be final, subject to right of appeal in accordance with the FAR 52.212-4 (d) "DISPUTES" clause.

C. The Government employs "in-house" expertise with Master level electrical knowledge and skill. These employees serve as technical experts for DLA in all matters pertaining to electrical and fire detection, security alarm, and emergency power work in the HQC and are responsible for inspecting all such work to ensure compliance with specifications, safety and this contract.

D. These employees may perform work including, but not limited to, repairs, installations, alterations, maintenance checks and services in accordance with Section C2.

E. The HQC is actively involved in the recycling program here at Fort Belvoir. As part of this program the Contractor shall save all florescent tubes, and batteries, in their original container and store them in accordance with current EPA regulations at a location provided by the COR, for pickup from Fort Belvoir's environmental office.

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Note: Batteries shall be stacked on pallets with all terminals protected from shorting during storage and transportation. Contractor shall deliver batteries to a location on Fort Belvoir in accordance with storage limitations.

C2.16 SERVICE ORDERS

A. Service orders are defined as unscheduled or scheduled maintenance, repair and minor work and quality deficiency items. Service orders are brief in scope, and do not usually require detailed job planning. All service order work is included in the firm fixed price portion of the contract.

B. When questions arise concerning the labor hours required for a particular minor work job, labor hour requirements will be based on R.S. Means Cost Data, or other means (actual costs, General Services Administration (GSA) or market research), and historical data shown in Attachment C4 .

C. When questions arise concerning the cost of materials for minor work, material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the actual direct cost of materials.

D. The government retains the right to obtain additional quotes in questionable situations and the lowest price will be used.

E. The Contractor shall be required to provide one copy of all quotes to the Government.

F. In the case of emergencies, or for the completion of emergency or urgent work initiated during normal working hours, the Contractor shall be required to work outside normal working hours until completion.

G. Service Order Reception:

(1) During regular work hours. The Government will operate a work reception desk (Customer Service Center) and receive all Service Order requests from 6:00 AM to 6:00 PM. The Government will classify calls as either Routine, Same day, Urgent or Emergency. The Government will enter the customer request into EBS or Facility Center including description of the problem, location, requestor's name, requestor's phone number, pre-defined activity code, priority, unique/specific notes, or instructions, and pre-defined shop code. After the request is saved, EBS will assign a Service Order number, time/date stamp the call and calculate a time/date required for completion based on priority code. The Service Desk Operator will then "Auto print" the Service Order from EBS (as a courtesy only). Based on the assigned activity and shop codes, the Service Order will be routed by EBS to the appropriate LAN printer. The Contractor must continuously track the generation of new service orders on the EBS system to pull up new service orders even if the printer is not operating correctly. In the event the EBS is not operational, the Contractor shall be capable of accepting service order request from government provided e-mail or verbal request from the COR.

(2) After regular working hours. The Government's work reception desk will receive Service Order requests via voice mail. These requests will be entered into EBS the following workday and routed to the appropriate LAN terminal. If the call is classified as an emergency, HQC Security will be contacted and notify the Contractor directly. If the Contractor discovers an emergency situation, he shall contact HQC Security and take necessary action to protect life and Government property.

(3) Future upgrades to the EBS system will further automate the performance of Service Orders through the use of hand held computers and/or bar code scanners. The Contractor shall integrate these tools into the Service Order and Preventive Maintenance work flow at no additional cost to the Government.

H. Service Order Classification:

(1) Routine Calls. Service Orders will be classified by the COR as routine when the work does not qualify as an emergency or an urgent call.

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| <p>(2) Set Date Calls and Same day, The Contractor is advised that a portion of Service Orders may require services scheduled on a specific date or time. This may include work in office areas that could interrupt normal day-to-day activities. This work may be performed seven (7) days a week during or after regular working hours.</p> <p>(3) Urgent Calls. Service Orders will be classified by the COR as urgent when the work is deemed mission essential or when the work consists of failures in services which do not immediately endanger personnel, or threaten to damage property, or disrupt operations and/or training missions, but would soon inconvenience and affect the health or well-being of personnel, damage property, or disrupt operations and/or training missions.</p> <p>(4) Emergency Calls. Service Orders will be classified by the COR as emergency when the work consists of correcting failures which constitute an immediate danger to personnel, compromise physical security, or threaten to damage property such as; floods, smoke and/or fire, accidents, hazardous materials response, and any other work considered an emergency by the COR.</p> <p>(5) Minor Work Calls. Minor work will be limited to individual alteration tasks wherein the combination of labor and material costs are no more than \$2,000 per job. Minor work includes, but is not limited to work such as installation of equipment, reconfiguration of systems and minor facility alterations. Time frames for completion of these alterations shall be established by the COR when the service order is issued from the EBS.</p> <p>(6) Quality Deficiencies. Service orders issued to document quality deficiencies for deficient (including deficiencies related to the failure of equipment during warrant period that was installed by the Contractor), or not-performed work shall be re-performed by the Contractor until accepted by the COR, at no additional cost. Such quality deficiency service orders shall not be considered as additional quantities of work corresponding to the historical data shown in Attachment C4.</p> <p>I. Response to Service Orders. The Contractor shall have adequate procedures for responding to emergency Service Orders 24 hours per day, seven (7) days a week, including weekends and holidays.</p> <p>J. All telephone calls shall be answered by an individual familiar with the Contractor's work control procedures, operation of the EBS system, and the terms and conditions of this contract.</p> <p>K. Service Orders shall be considered received by the Contractor at the time and date the telephone call or radio transmission is received by the Contractor, or at the time and date the Service Order is input into EBS by Service order desk or is retrieved from the EBS database by the Contractor's Administrative assistant.</p> <p>L. Routine Calls. The Contractor shall respond to routine Service Orders within four (4) hours and shall complete the work within three (3) days unless an extension is approved by the COR. Routine calls shall normally be accomplished during regular working hours, however, performance may be required by the Government outside regular working hours on specified dates and or times.</p> <p>M. Completion Time Extension Request shall be submitted in writing to the COR specifying the circumstances and providing justification to support the extension request. If work cannot be accomplished because of delay receiving material, the following information shall be provided; material type, purchase order number, supplier (phone number and point of contact), date ordered, date promised, estimated date of receipt and estimated completion of work date.</p> <p>N. In addition to filing a Completion Time Extension Request, the Contractor shall also annotate the associated Service Order in the EBS with this information. The Contractor shall change the status of the call from Online to On Hold and complete "Journal Entries" for information such as material ordered dates. As more current information becomes available (e.g. materials are received), the Contractor shall update the status, notes and journal entries in EBS to reflect this information.</p> <p>O. Urgent Calls. During regular working hours, the Contractor shall respond to the location of Urgent Service Orders within one (1) hour. Response time for Urgent Service Orders at other than regular working hours shall be no more than two (2) hours. At a minimum, the Contractor shall work continuously and without interruption and shall arrest the urgent</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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condition before departing the job site. If further labor and material (follow-up work) are required to complete the repair, a second Service Order will be initiated, classified as routine, and the corresponding completion time will be applied.

P. Emergency Calls. During regular working hours, the Contractor shall respond immediately to Emergency Service Order location. The Contractor shall respond immediately, but no later than fifteen (15) minutes to all electrical emergencies safely in a most expeditious manner. Response time for Emergency Service Orders at other than regular working hours shall be no more than one (1) hour. At a minimum, the Contractor shall work continuously and without interruption and shall arrest the emergency condition before departing the job site. If further labor and material (follow-up work) are required to complete the repair, a second Service Order will be initiated, classified as routine, and the corresponding completion time will be applied.

Q. Response time for Emergency Service Orders at other than regular working hours shall be no more than one (1) hour. At a minimum, the Contractor shall work continuously and without interruption and shall arrest the emergency condition before departing the job site. If further labor and material (follow-up work) are required to complete the repair, a second Service Order will be initiated, classified as routine, and the corresponding completion time will be applied.

R. Urgent Calls. During regular working hours, the Contractor shall respond to the location of Urgent Service Orders within one (1) hour. Response time for Urgent Service Orders at other than regular working hours shall be no more than two (2) hours. At a minimum, the Contractor shall work continuously and without interruption and shall arrest the urgent condition before departing the job site. If further labor and material (follow-up work) are required to complete the repair, a second Service Order will be initiated, classified as routine, and the corresponding completion time will be applied.

S. In instances where a certified technician is required the resident electrician shall secure the system, perform damage control, and request (call back) of certified technician support. The certified technician shall arrive within a one (1) hour response time, and continue to work without interruption until condition is arrested. Note the (1) hour response time for any certified technician.

T. Minor Work. All minor work will be requested and will be classified for completion as either, Same day, five (5), fifteen (15) or thirty (30) calendar days by the COR. The Government may initiate work requests, however, no work shall be performed unless the work is specifically authorized by the COR verbally or in writing. One (1) unit is equivalent to one (1) job. Each minor work request shall count as one (1) unit unless it is canceled by the COR prior to the Contractor expending direct labor or issuing or ordering materials which cannot be returned or canceled, a call for Contractor rework or work that is improperly charged. Minor work, which must be accomplished after hours for the convenience of the productivity of DLA HQC tenants, shall be accomplished without additional overtime charges for the work.

U. The Government may initiate work requests, however, no work shall be performed unless the work is specifically authorized by the COR verbally or in writing. Each minor work request shall count as a work order unless it is canceled by the COR prior to the Contractor expending direct labor or issuing or ordering materials which cannot be returned or canceled, a call for Contractor rework or work that is improperly charged. Minor work, which must be accomplished after hours for the convenience of the productivity of DLA HQC tenants, shall be accomplished without additional overtime charges for the work.

V. If the Contractor does not agree with the categorization of the work as Minor Work, he shall return the work request to the COR within two (2) working days of authorization of performance, annotated to indicate non-acceptance of the categorization. The returned work request shall be accompanied by the Contractor's estimate for the work estimated. After review of the Contractor estimate, the work request will be negotiated if necessary, to settle disagreements.

(1) In the event a price cannot be agreed upon between the parties, the KO may establish a price and direct the Contractor to complete the work. The Contractor may file a claim with the KO for any monies that are in dispute. The Contractor will not delay commencement of the work while waiting the processing of the claim.

(2) A work request shall be considered to be ACCEPTED by the Contractor as authorized by the COR, if not returned with non-acceptance indicated within two (2) working days of authorization or when work is commenced, whichever occurs first.

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| <p>(3) If the COR agrees that the work required is beyond the scope of a Minor Work Order, the scope of the work may be reduced and the Minor Work Order re-issued by the Government, or the original Order may be terminated. If the original Order is terminated, the work may be accomplished as part of the IDIQ portion of this contract or by means other than this contract.</p> <p>W. Minor work ordered in one month but scheduled for completion in the following month shall be included in the monthly schedule.</p> <p>X. If the COR determines that the work falls within the scope of a Minor Work Order, the original Minor Work Order ticket will be returned to the Contractor, who shall complete the work. Work on such calls shall still be completed within the time frame specified on the original Order, plus the amount of time the Minor Work Order was held by the COR for determination and modified accordingly.</p> <p>Y. Completed Service Orders. Within one (1) working day after completion of each Service Order the Contractor's On-Site Supervisor shall sign the original Service Order ticket, return the original Service Order ticket to the COR and update Facilities Center with the following information:</p> <ul style="list-style-type: none"> (1) Append the Service Order notes with a description of the work actually completed, names of the craftsmen performing the work, and name of the supervisor certifying that the work is complete. (2) Attach "assets" to the Service Order as required. (3) Enter labor information using EBS time sheets for labor hours expended. (4) Enter materials information for actual materials used. (5) Add journal entries to note the date and time work was started. (6) Change the status of the Service Order to Completed. (7) Enter the appropriate resolution code. <p>Z. Where other repairs are identified by the Contractor as required (but are not included in the original service order), they shall be recorded in EBS and reported in writing to the COR. If the completion of the initially authorized work will be impeded/delayed by not proceeding with the additional work, the Contractor shall proceed and notify the COR of the new service order task as a parallel effort.</p> <p>AA. Materials and Equipment. The Contractor shall maintain sufficient off-the-shelf materials, spare parts and equipment on-hand to support Service Order work requirements. Lack of materials or equipment shall not relieve the Contractor from the requirement to complete Service Order work within the time limits specified above.</p> <p>BB. False Calls. The Contractor may respond to Service Orders and find that no work was necessary. The Service Order ticket shall be marked as a false call and return the Service Order ticket to the COR. (An example of a false call is where a light is reported as out and upon arrival to correct the deficiency, the electrician finds that a problem was created by the tenant, not knowing how to turn on the lights). The Contractor shall update EBS with the following information: (Note: Such calls shall not be included as quantities against the historical data shown in Attachment C4.</p> <ul style="list-style-type: none"> (1) Enter labor information using EBS time sheets for labor hours expended. (2) Add journal entries to note the date and time work was started. (3) Change the status of the Service Order to terminate. (4) Enter the resolution code corresponding to false call. | | |
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C2.17 RECURRING WORK

A. Definition and Repair Limitations. The Contractor shall perform Preventive Maintenance (PM) work within the firm fixed-price portion of this contract. The Contractor shall perform PM at times to not disrupt government operations. PM is the recurring day-to-day periodic or scheduled work required to preserve or restore real property or equipment to such condition that it may be utilized for its designated purpose. PM includes inspection, cleaning, lubrication, adjustment, calibration, part and component replacement as required to minimize failure, breakdown, and deterioration of equipment and the identification of any repairs required to ensure proper operation and bring equipment to manufacturer's operating standards. In addition to PM requirements, the Contractor shall complete any repair work identified during the performance of PM. All repairs are included in the Firm Fixed Price portion of the contract. The Contractor, at no additional cost to the Government, may increase the level or frequency of PM to minimize repair requirements.

B. Standards, PM Checklists and Housekeeping. The Contractor shall perform PM work using the requirements specified on PM checklist forms in Attachment C7 and further referenced in directives, instructions and manuals listed in Attachment C14. Checklist terms including "check", "ensure", inspect, and "verify" shall mean to visually observe or measure, adjust, clean, maintain, repair or replace as required. The Contractor shall perform clean-up following PM, and provide housekeeping in mechanical and electrical rooms and other equipment areas as part of PM work or as directed by the COR.

C. Reporting of PMs, deficiencies and repairs. The Contractor shall record all work performed, including observed operating conditions, deficiencies detected and corrected, and quantities and types of material repaired or replaced, on the applicable PM checklist form. The PM checklist form shall be provided to the COR within two (2) working days following work completion. Deficiencies identified by the Contractor during PM performance shall also be recorded on the PM checklist form (service order) for the applicable piece of equipment or system component, entered into EBS and separately reported in writing to the COR.

D. Workmanship and Materials. All PMs shall be of Journeyman quality and all specified work items or checkpoints, servicing, repairs and reporting shall be performed completely, correctly and neatly. All workmanship shall conform to the applicable requirements of C2 and the PM checklists.

E. Once the Contractor's Annual and Monthly PM Schedule is approved, the Government shall enter the approved Annual PM Schedule in the EBS system. All PM's requiring a Government approved service outage, or service interruption shall be completed before the month of July annually. The COR will print PM Service Orders each month to the Contractors LAN printer after the Contractor's Monthly PM Schedule is approved. PM work shall then be performed by the Contractor with authorization by the COR. All PM work shall be completed in accordance with the requirements of the monthly schedule. All PM services shall be performed on the day scheduled in the approved monthly schedule or at the time specified in contract unless prior approval is obtained from the COR. Future upgrades to the EBS system will further automate the performance of PM through the use of hand held computers and/or bar code scanners. The Contractor shall integrate these tools into the recurring workflow at no additional cost to the Government.

F. Completed PMs. Within two (2) working days after completion of each PM the Contractor's On-Site Supervisor shall sign the original PM work ticket, return the original PM work ticket to the COR and update EBS with the following information:

- (1) Append the PM work order notes with a description of the work actually completed, names of the craftsmen performing the work, and name of the supervisor certifying that the work is complete.
- (2) Enter labor information using EBS time sheets for labor hours expended.
- (3) Enter materials information for actual materials used.
- (4) Add journal entries to note the date and time work was started.
- (5) Change the status of the work order to closed.

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(6) Enter remaining deficiencies and separately report these to the COR in writing.

G. CALIBRATION - Where Preventive Maintenance requirements provide for testing of installed equipment with gauges, meters, and test equipment, such meters shall be certified to the COR at the time of request for scheduling of the PM, as having been calibrated per NETA standards.

(1) The Contractor shall perform calibration of main internal and external switchboard meters, and all Kilowatt hour meters once every four (4) years, and once during the first base period of the contract.

C2.18 ELECTRICAL SYSTEMS

A. General System Description. The primary commercial power for the HQC electrical system is routed through dual incoming 34.5 KV underground feeder cables from the Ft. Belvoir utility lines back to Humphrey’s station and originating from local utility. Power is routed from the 34.5 KV switchgear through the underground duct banks to the nine (9) 34.5 KV Indoor Substations located on the Lower Level of the HQC. Power is reduced to 480 volts by 2,000-3000 KVA transformers and distributed through 480-volt buss duct, power risers to panel boards. Additional transformers reduce the voltage for panel boards as required.

(1) There are eight (8) types of distribution panel services; Regular Power, Emergency Power, Lighting Power, Emergency Lighting Power, Distribution, Emergency Distribution, Emergency Regular Power and Emergency Motor Control Center (EMCC). The panel designations start with RP, EPP, LP, ELP, DP, EDP, ERP, and EMCC. The Normal panels have no back-up capability. The Emergency panels have generator back-up.

(2) Twenty-nine (29) Automatic Transfer Switches in the 34.5 KV Indoor Substations serve the Emergency Power panels.

(3) The Uninterruptible Power Supply (UPS) contains one (1) 750 KVA, three (3) 400 KVA parallel systems with associated batteries, automatic transfer switch, transformer, distribution panel, and control equipment.

(4) Five (5) emergency generators provide emergency power. The generators are connected to the Control and Paralleling Switchgear located in the Central Plant.

B. The Contractor shall be responsible for operation of all HQC electrical components, equipment and systems year round, twenty-four (24) hours a day, seven days a week (including all federal holidays).

C. The Contractor shall operate, maintain, inspect, replace and repair the electrical plants and systems listed below and in Attachment C6.

- (1) The plants and systems include all:
- 34.5 KV Indoor Substations
 - 34.5 KV Outdoor Switchgear
 - Access Control Barriers systems
 - Automatic Door Openers
 - Automatic Transfer Switches
 - Auxiliary and emergency generators
 - Bus Duct Plug-in Switches
 - Bus Duct Power Risers
 - Cable Tray System for Communications
 - Capacitors
 - Circuit breakers
 - Defense Biometric Identification System (DBIDS)
 - Disconnect Switches
 - Display case lighting
 - Door chimes
 - Dry Type Transformers

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Duct systems
 Electric and communication manholes
 Electric Gate Operators
 Electrical cable
 Emergency Generators
 Enclosed Circuit Breakers
 Exterior Street, convenience, and security lighting
 Fire detection systems
 Generator Control & Paralleling Switchgear
 Interior and exterior electrical distribution systems and components (including both overhead and underground equipment)
 Interior Lighting Fixtures
 Landscape lighting fixtures with lamps
 Lighting Control Contactors
 Lighting fixtures and bulbs
 Motor Control Centers
 Motor Starters
 Office lamps
 Panel Boards
 Photo cells
 Powered Curtains
 Receptacles
 Security systems (Includes Portals)
 Site Lighting Poles
 Substations and associated equipment
 Surge Suppression Panels
 Switch Boards
 Switches
 Transformers
 Underfloor Duct Power System, for systems furniture
 Underfloor Water detection systems
 Underground fuel monitoring system
 UPS units
 Voltage regulators
 Water Detection Systems
 Wiring devices
 Electric Heaters and Heat Trace Cable

(Note: This is not an all-inclusive list)

- (2) All systems shall be repaired or replaced as required so as to operate as originally intended and designed, and in a safe manner.
- (3) Cracked, broken or missing receptacle and switch faceplates shall be replaced with new plates of the same/original color and size.
- (4) Light fixture lenses and globes, which are damaged or missing, shall be replaced. All exterior lighting shall also be maintained, including bulb replacement.
- (5) Maintenance of occupants personally owned lamps, appliances, equipment, is not the responsibility of the Contractor.
- (6) All workmanship and materials shall conform to the National Fire Protection Association (NFPA) 70 National Electrical Code.

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| <p>D. In the performance of work under the contract, the Contractor may find that manholes (electrical and communication) may be full of water. The Contractor shall be required to pump the water out of the manholes for accomplishment of services and maintenance covered under the contract or as directed by the COR.</p> <p>E. Interior Electric. The Contractor shall inspect, replace, maintain, repair, modify and install interior electrical systems and components including: wiring, conduit and cable systems, fuses, circuit breakers, conductors, switches, receptacles, outlets, device plates, grounds, service equipment, motor control centers, control switchboards and consoles, electrical kitchen equipment, building ventilating fans, exhaust blowers, electrical heaters and similar types of equipment/systems in accordance with the National Electrical Code.</p> <p>(1) Supplemental readings with portable recording or indication meters shall be taken as directed by the COR to ensure all system elements are operating within their specified capacities all required meters and test equipment shall be provided by the Contractor.</p> <p>F. Electrical materials and equipment utilized by the Contractor shall comply with existing codes of the National Fire Protection Association, American Safety Code, Underwriters Laboratory (UL) and the Bureau of Standards. Repairs shall be made in such a manner as to ensure a safe and reliable electrical system.</p> <p>(1) All electrical work shall conform to the requirements of the most current National Electrical Code (NFPA 70) where applicable. The Contractor shall submit proof that materials, which he proposes to furnish, conform to the standards set therein of testing organization(s). The label of the testing organization(s) shall be accepted as conforming to this requirement. In lieu of this label, the Contractor may submit a written certification from any national recognized testing agency, adequately equipped and competent to perform such services, that the item(s) has been tested and conforms to standards, including methods of test, of the above testing organization(s).</p> <p>(2) The overall quality of the repair, including all materials shall comply with applicable Federal specifications and be comparable to the original construction quality for the building or unit and shall be made in such a manner as to assure a safe and reliable electrical system.</p> <p>G. The Contractor shall coordinate his work plan with the customer receiving the services for all activities involved in the installation, maintenance, and repair of interior electrical systems.</p> <p>H. The Contractor shall read and interpret complex multi view drawings, sketches, wiring diagrams, manufacturer specifications, and other technical materials to isolate malfunctions in equipment or systems mentioned in the contract.</p> <p>(1) The Contractor shall troubleshoot and repair equipment, systems and special purpose devices for which there are no operating or maintenance procedures or drawings, sketches, wiring diagrams, manufacturer specifications or other technical material. The Contractor shall provide for complete documentation of all necessary maintenance records.</p> <p>I. The Contractor shall have the ability to install, maintain and repair or replace all main disconnect devices, cables, wires, raceways, ducts, capacitors, regulators, grounding equipment, wall switches, conduits, receptacles, and smoke alarms, installed lighting fixtures and lamps as well as the parts and accessories necessary to distribute the electricity to the proper equipment. The Contractor's work shall include:</p> <p>(1) Measuring, cutting threads, bending, assembling and installing conduits, inserting splices and connect wires to fixtures, outlets, switches, receptacles and power sources.</p> <p>(2) Working from blueprints, wiring diagrams and/or sketches.</p> <p>(3) Locating, diagnosing and repairing trouble occurring in power circuits, controls, switches, rheostats, thermostats, flow meters and stop controls.</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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| <p>(4) Use of test circuits and equipment and power analyzers, such as a Dranetz power platform 4300, Ampere meters, Volt meters, Ohm meters as necessary for trouble shooting, maintenance and repair.</p> <p>(5) Installing, maintaining and repairing or replacing a wide variety of electrical fixtures, tools, and appliances.</p> <p>(6) Following maintenance schedules, instructions in Task Orders, performing inspections and providing maintenance services, diagnosing system or equipment malfunctions and repairing as necessary.</p> <p>(7) Inspecting, testing, cleaning, repair or replacing, and adjusting electrical buzzer and bell circuits, light sockets, light fixtures, emergency light fixtures, emergency lights and emergency lighting systems, fan switches, office and heating appliances, rheostats, thermostats, and electrical drills, grinders and other shop equipment. Light fixtures and lens shall be cleaned to include removal of bugs and debris when lamps are replaced or as requested by the COR.</p> <p>(8) Install, test, maintain and repair or replace electric motors as directed by the COR. The Contractor shall only be required to provide power and make-up connections for electric motors used as part of mechanical systems such as pumps, air handlers and fans.</p> <p>(9) Repair of all malfunctions and breakdowns in electrical wiring and controls in buildings, structures and facilities and underground wiring, fiber optic cabling, equipment and controls.</p> <p>(10) Install and repair AC and DC electrical wiring systems and associated switches, distribution panels, light sockets, outlet boxes, outlets and light fixtures as required and special communication cables.</p> <p>J. The Contractor shall provide annual relamping services for the HQC Atrium lighting. The work shall include replacing all fluorescent tubes, ballasts, Light Emitting Diodes (LED) lamps, bulbs, incandescent bulbs, and effective parts. All other relamping services shall be provided by the Contractor on a daily basis to replace burned out lights or ballast on a continual basis. The Contractor shall be responsible for replacement of any burned out lighting fixture lamps.</p> <p>(1) The Contractor shall make daily tours shown in Attachment C5 to insure that at no one time no more than 5% of the lighting interior and exterior within the HQC are burned out.</p> <p>(2) The HQC system furniture lighting systems are currently maintained by others and is currently not required as part of this PWS. System furniture within the POD 10 shall be maintained as required in this contract. All other request for burned out lighting will be requested by individual Service Orders. In areas similar to the Atrium where the fixtures are not easily accessible the Contractor may elect to do group relamping. Replacement lamps, bulbs, LED's and components, shall be the same type, wattage, and voltage as that removed.</p> <p>(3) A specialty lift is required for relamping the Atrium lights, rear entranceway ceiling lights, racquetball court lights and lower level ceiling lights. The Contractor should allow adequate equipment lead-time when developing the relamping schedule.</p> <p>(4) Within fifteen (15) calendar days after award of contract, the Contractor shall submit to the COR for approval a relamping program work schedule. Between scheduled relamping services, the Contractor shall respond to service calls in accordance with the Section C2.16 "SERVICE ORDERS, for replacing light bulbs, LED's, tubes and other defective parts or components.</p> <p>(5) Where the Contractor can identify upgraded lamps that will reduce energy consumption, a proposal should be submitted to COR detailing the estimated energy savings, the cost of the replacement lamps and the payback period.</p> <p>K. Lightning Protection and Grounding Systems. The Contractor shall install, maintain, test, and repair or replace lightning protection and grounding systems in accordance with the national Electrical Code and applicable documents in Attachment C14. These systems shall be tested upon request by the COR and every time lightning strikes, repairs or</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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| <p>additions have been made to the system. The Contractor shall submit to the COR a Grounding Test Report after system testing.</p> <p>L. Shop Equipment. The Contractor shall install maintain and repair the electrical/electronic components, circuits, controls and all related parts to shop equipment. Shop equipment shall include all trade/craft machinery such as; machine shop equipment, woodworking equipment, welding equipment, and electric hand tools.</p> <p>M. Food Service Equipment. The Contractor shall install, maintain, and repair the electrical connections of food service equipment. Food service equipment includes; cold storage boxes, electric stoves, electrical igniters on gas stoves, pizza ovens, dishwashers, deep-fat fryers, meat slicers, toasters, vegetable peelers, mixers, doughnut machines, ovens, dough proofing boxes, pie machines, meat cutting and processing equipment and food sealers.</p> <p>N. Miscellaneous Equipment and Services. The Contractor shall install, maintain, and repair a wide variety of miscellaneous electrical equipment.</p> <p>O. The Contractor shall accomplish lighting surveys per the direction of the COR to include candle power meter readings, the addition or removal of fluorescent tubes and incandescent bulbs in order to comply with current or revised governmental energy regulations and illumination requirements.</p> <p>P. The Contractor shall furnish electrical support, including temporary connection of power to displays and exhibits for all special events.</p> <p>Q. Exterior Electric. The Contractor shall install, maintain, and repair or replace exterior electrical systems up to and including 35KV. Due to the inherent hazards encountered in the maintenance and repair of electrical distribution systems and equipment, the Contractor shall ensure that all personnel are thoroughly trained and familiar with the equipment and procedures to be followed.</p> <p>R. Personnel shall be trained and certified by the National Institute for Certification of Engineering Technologists (NICET), National Electrical Testing Association (NETA) or an equivalent institute or association acceptable to the COR.</p> <p>(1) The Contractor shall provide adequate, qualified personnel to perform systematic and periodic inspection, preventive maintenance, and repair of equipment.</p> <p>(2) Power failures shall constitute an Emergency condition.</p> <p>(3) The Contractor shall perform all work as required to maintain continuous electrical service twenty-four 24 hours a day, three hundred sixty-five 365 days a year.</p> <p>S. The Contractor shall install, maintain and repair or replace substations, underground electrical ducts/lines/cables, transformer vaults (below and aboveground), lightning protection systems and various exterior lighting systems and similar types of equipment.</p> <p>T. The Contractor's performance and services shall be accomplished in accordance with the applicable documents found in Section C2 and manufacturer's recommendations and instructions. Upon completion of any maintenance work:</p> <p>(1) The equipment and its components shall be clean, and restored with no missing or damaged parts.</p> <p>(2) All components and parts shall be tightly fitted. All lubrication shall have been applied and all fluid levels and types shall be in accordance with manufacturer's instructions.</p> <p>(3) The equipment shall operate within its design limitations.</p> <p>(4) Contractor's work shall include high voltage splices when applicable, and maintenance and repair of all components and accessories related to major items.</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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U. Underground Electrical Distribution System. The Contractor shall install, maintain, locate and repair or replace the complete underground distribution system including equipment such as: cables, splices, potheads, terminations, air break switches, high voltage fuses, duct banks, cutouts, transformers, conduit, and all other components required to maintain reliable electric service.

- (1) The Contractor shall pump out water from manholes containing electric service and remove all debris.
- (2) The Contractor shall paint switches, supporting structures and other ferrous material.
- (3) The underground electrical distribution system shall be maintained in accordance with the National Electrical Code and applicable documents in Section C2.

V. A test for gases and electrical leakage must be made prior to entering any manhole or confined space.

- (1) The Contractor shall review OSHA safety procedures for "Confined Space Entry" and "Selection, Care and Use of Respiratory Protection". The Contractor shall provide ventilation within the manhole and ensure that exhaust from air compressors or generators are directed well away from the manhole.
- (2) Check existing grounding.
- (3) All required maintenance and services shall be performed, all components cleaned, defects corrected, drain holes freed of obstructions, and all components operating as designed.

W. Substations/Switching Station Systems. The Contractor shall install, maintain, locate, operate and repair or replace the complete substation and switching station systems including: potential and current transformers, protective relays, ground fault protection, air break switches, high voltage fuses, circuit breakers, substation power transformers, batteries, current and voltage meters, kilowatt hour meters, tap changers, bus bars and structure bars, grounds, lightning arrestors, lightning masts, insulators, bushings, voltage regulators and other components not listed.

- (1) The substation and switching stations shall be maintained in accordance with manufacturer's recommendations.
- (2) The Contractor shall inspect, prepare and touch-up paint the substation enclosures annually and fully paint them every five (5) years.

X. The Contractor shall read and record data from all meters, counters and indicators in each high voltage substation or switching station (e.g. ammeters, voltmeters, kilowatt hour meter, tap changer/voltage regulator, oil temperature indicator, winding temperature indicator, oil level indicator, overcurrent relay indicator, etc.). Meter readings shall be accomplished in accordance with Attachment C5.

Y. Any unusual condition, power outage or indication of an automatic breaker operation shall be immediately reported to the COR along with a recommendation to correct the condition.

- (1) The Contractor shall submit monthly Substation Operation Reports to the COR within five (5) working days after the start of the month.

Z. Supplemental readings with portable recording or indicating meters shall be taken as directed by the COR to ensure all system elements are operating within their specified capacities.

- (1) The substation circuit load shall be included in the monthly Substation Operation Report.

AA. The Contractor shall review all readings, and shall make any additional readings necessary, to ensure that substation transformers, transmission lines, voltage regulators, circuit breakers and distribution circuits are operating within their rated capacity. Rated capacity shall be in accordance with the equipment nameplate or manufacturer's data.

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| <p>(1) The COR may decrease allowable loads on system components as deemed necessary for continuity of service or protection of the system.</p> <p>BB. Structure maintenance for outdoor substations is not needed unless rust appears.</p> <p>(1) If rust appears, the structure should be spot painted.</p> <p>(2) If rust covers more than five (5) percent of visible surfaces, the entire structure shall be painted.</p> <p>(3) All rust must be removed before painting. Indoor substations are not galvanized and must be painted for preservation.</p> <p>CC. The Contractor shall provide High Voltage Technicians certified by NETA when maintaining, installing, repairing, replacing, or troubleshooting high voltage systems or components. Refer to Section C2.2.O for the minimum qualifications.</p> <p>DD. Concrete used as a foundation base for metal structures and equipment must be visually checked at least annually.</p> <p>(1) Cracks wider than one-eighth (1/8) inch shall be repaired and deteriorated concrete must be replaced.</p> <p>(2) All connections, joints, fastening hardware, etc., shall be inspected and replaced or tightened as part of the annual PM required in Attachment C7.</p> <p>EE. Planned Outages. The Contractor shall schedule and coordinate all planned electrical outages with the COR.</p> <p>(1) The COR will coordinate the planned electrical outage with the FACO's and representatives of the tenants involved.</p> <p>(2) The Contractor shall not undertake an outage until approval from the COR has been obtained.</p> <p>(3) Power outages will not typically be possible during regular working hours and the Contractor shall be required to accomplish the work during other than regular working hours.</p> <p>(4) A Standard Operating Procedure (SOP) shall be prepared and submitted to the COR for approval, a minimum of two (2) days in advance, detailing action to set up for preventative maintenance testing/inspections or repairs and to restore systems to normal operating conditions.</p> <p>(5) The planned electrical outage shall be requested in accordance with Section C2.18.EE.</p> <p>FF. Unplanned Outages. The Contractor shall report system malfunctions and unplanned electrical outages to the COR immediately, day or night.</p> <p>(1) Information as to scope, details, probable cause, required switching, time to restore service and time to complete repairs shall be reported to the COR as soon as the information is available.</p> <p>(2) If the problem involves a substation or a switching station, details regarding operation of protective devices, malfunction or damage of equipment, involved meters, counters and indicators shall be reported to the COR. In the event of unplanned electrical outages, the Contractor shall take immediate steps to restore service as quickly as possible and to the maximum extent possible.</p> <p>GG. Electric Gate Operators. The Contractor shall inspect, replace, maintain, repair, modify, and install electrical gate operator systems, and components, including: wiring, conduit and cable systems, fuses, circuit breakers, conductors, and grounds in accordance with the National Electrical Code.</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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(1) The Contractor shall maintain, inspect, replace, and repair the Gate Operators and associated equipment listed below and in Attachment C12.

HH. During the base year of the contract, the Contractor will perform an ARC Flash study for the entire HQC, in accordance with the most recent NFPA 70 E, IEEE, and OSHA guidelines.

- (1) The study will cover equipment such as switchboards, panel boards, industrial control panels, meter socket enclosures, and motor control centers.
- (2) The Contractor shall ensure the current IEEE 1584 guide for Performing Arc-Flash Hazard Calculations will be the method used to perform the study.
- (3) Completed electrical power system studies shall be submitted to the facility owner (COR) in electronic format using Adobe Acrobat.
- (4) Any inadequacies shall be called to the attention of the COR and recommendations made for improvements as soon as they are identified.
- (5) A single-line diagrams or complete electrical system drawing shall be maintained by the Contractor, at the central plant, each substation.
- (6) Contractor will provide a digital and hard copy of the study to the COR.

C2.19 EMERGENCY GENERATORS

A. The Contractor shall operate, maintain, inspect and repair the five emergency diesel generators. The generators are connected to the Control and Paralleling Switchgear located in 34.5 KV electrical central plant.

- (1) The generator sets are Caterpillar (4) 800 KW (1) 900 KW diesel electric generator sets. Each generator set contains an eight (8)-cylinder engine, generator, radiator, dual starter, four (4) batteries, battery charger, water jacket heater, day tank, and enclosure.
- (2) The Emergency Generator Control and Paralleling Switchgear is designed to automatically supply and control emergency power for distribution designated building loads in the event of normal power failure.

B. The Contractor shall inspect and perform the required emergency generator maintenance requirements in accordance with the checklists in Attachment C7 as well as manufacturer’s recommended preventive maintenance.

- (1) These requirements include weekly, annual, triennial operation, preventive maintenance, in accordance with Fort Belvoir Environmental Office and the Virginia Department of Environmental Quality (DEQ), Title V air permit requirements.
- (2) The Contractor shall maintain operating logs and files on each of the five (5) emergency generators. Operating hours, times, temperatures, and pressures, shall be annotated in the log.
- (3) A log of electrical system outages, including time, duration, and details of outage, shall be maintained daily and submitted monthly to the COR within five (5) working days after the start of the month.
- (4) All logs and files shall remain the property of the Government. The logs and files shall be submitted to the COR upon contract completion or termination.
- (5) The Contractor shall maintain the operating log in each generator enclosure.
- (6) The log shall, at a minimum, provide the date and duration of the exercise period, load carried, condition of equipment, and name of the operator.

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(7) Standing Operating Procedures (SOPs) shall be mounted and maintained on the wall near each generator.

(8) The SOP shall detail steps to start, run, load, and secure the generator under both normal and emergency conditions.

Note: The Contractor shall prepare and update the SOP as required.

C. The Contractor shall sample and record the quantity and water content of generator fuel contained in the underground storage tank weekly.

(1) This report shall be submitted to the COR within five (5) working days after the test/sample.

D. The Contractor shall prepare and fully paint the emergency diesel engine generator exhaust pipes and mufflers on an annual basis with the proper heat resistant paint.

(1) The generator and housing shall be touch up painted annually and fully painted every five (5) years.

E. The Contractor shall operate, maintain, and repair underground fuel storage tanks and fuel tank monitoring system using state of Virginia certified technicians.

(1) The Contractor shall provide Technician certified by the manufacturer when performing PM, or repairs of the emergency diesel generator systems and components. Refer to Section C3.

C2.20 UNINTERRUPTIBLE POWER SUPPLY

A. The Uninterruptible Power Supply (UPS) System consist of a Liebert Series 600, 750 KVA/600KW UPS, and three (3) Liebert 400 KVA Parallel units. The UPS provides uninterrupted power to certain critical system until alternate power can be obtained from the emergency generators. Reliable performance of the UPS is critical to the mission of the HQC tenants.

(1) The Contractor shall maintain, inspect, replace and repair the UPS Systems and associated equipment listed below and in Attachment C6.

- UPS Modules
- Redundant System Control Cabinets
- Maintenance By-Pass Switch
- 3-Breakers Battery Disconnect Switches
- Battery Junction Boxes Batteries sealed cells
- Distribution panel and Main breakers
- 750 KVA Transformers
- 500 A Transformer

B. Maintenance of the UPS units shall be in accordance with manufacturer's recommendations to provide the same level of performance and reliability as designed. The quality of work accomplished shall meet all applicable NFPA standards, manufacturer's specifications, and applicable documents as listed in Section C2 and C3.

(1) The Contractor shall provide the manufacturer's scheduled software and firmware upgrades to the Uninterruptible Power Supply System at no additional cost to the Government.

(2) The Contractor shall provide Technicians certified by the manufacturer when programming, performing PM, installing, repairing, replacing, or connecting the UPS system and components. Refer to Section C2 and C3 for the minimum qualifications.

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(3) The Contractor shall notify the COR before performing any preventive maintenance or repairs to the UPS. Immediately upon completion of the preventive maintenance or repairs, the Contractor shall report to the COR that the work is complete.

C2.21 FIRE DETECTION SYSTEM

A. The fire detection systems consist of an Edwards System technology IRC-3 FCC Life Safety System and Siemens XLS Fire Finder systems, including automatic alarms, manual alarms, transmitters, control panels, sprinkler alarms, flow switches, tampers and smoke detectors, beam detectors alarms.

(1) The Contractor shall operate, maintain, inspect, replace, and repair the fire detection equipment and systems listed below and in Attachment C6.

(2) The Contractor shall provide assistance with the fire suppression system testing in conjunction with the Mechanical Contractor's quarterly preventive maintenance of the system components to include: Pull Stations, Audible and Visual Annunciators Heat and Smoke Detectors, Duct Smoke Detectors, Linear Beam Smoke Detectors Tamper and Flow Switch Monitors Transducer Panels, Control Panels and Annunciators Voice Notification, Printers, Fire Pump ATS's,

B. Maintenance of the Fire Detection System shall be in accordance with NFPA 72 (National Fire Alarm Code) to provide the same level of performance and protection as designed.

(1) The quality of work accomplished shall meet all applicable NFPA standards, National Electrical Code, manufacturer's specifications, all requirements of Section C2.2 and applicable documents as listed in Section C.

(2) The Contractor shall provide the manufacturer's scheduled software and firmware upgrades to the Fire Detection Systems at no additional cost to the Government.

(3) The Contractor shall provide Technicians certified by the manufacturer when programming, performing PM, installing, repairing, replacing, or connecting fire detection systems and components. Refer to Section C2.2 for the minimum qualifications.

(4) The Contractor shall notify the COR, the Security Bunker with both verbal information and written on the appropriate white board located in the security bunker, and the Ft. Belvoir Fire Department before performing any preventive maintenance, testing or repairs.

(5) Immediately upon completion of the preventive maintenance, testing or repairs, the Contractor shall report to the COR, the Security Operations Center (SOC) with both verbal and updated white board information, and notify the Fort Belvoir Fire Department that the work has been completed.

C2.22 ELECTRONIC SECURITY SYSTEM

A. The Electronic Security System (ESS) includes; computer-controlled card access system, photo-imaging ID badging system, closed circuit television (CCTV) system, digital recording systems, Access Control systems, Intrusion detection systems, duress alarm systems and intercom systems.

(1) The Contractor shall maintain, inspect, replace, and repair the ESS and surveillance equipment and systems listed below and in Attachment C6 as well as all sub-components of the equipment and systems to include:

CCTV Camera Control,
Switching and Monitoring System Cameras (CCTV) Camera Pan/Tilt Motors,
CCTV Camera Lenses,
Mounts, and Housings
CCTV Transmission Equipment
Digital Recording system Matrix Switchers,

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| <p>Vicon Workstations LCD monitors, Computer Controlled Card Access System (computers, file servers, RAID servers, software, tape back-up, pre-processing unit) Access Control Units System Panels Remote Card Access System Devices (card readers, keypads, balanced magnetic switches, passive inferred detectors, duress push buttons, electric door strikes, wiring, power transfer hinges, fiber optic cable, and magnetic locks) ID Badging System (computer, camera, encoder, printer, lighting unit, software) Dedicated Uninterruptible Power Supplies (0.85 KVA, 1.15 KVA, 4.3 KVA) Pilfer door alarms ESS General Electric Diamond II Diamond II workstations Vicon SAN servers Access Control Point Barriers</p> <p>B. The surveillance system consists of Vicon camera equipment, interconnecting systems, remote control/monitoring stations, interface for the digital recording system, Access Control System, fiber optic cables, badge readers, intercom stations, interior and exterior surveillance systems.</p> <p>(1) Exterior video surveillance includes: a face/badge readers, pole, and roof mounted PTZ cameras.</p> <p>(2) The Gate cameras surveillance systems consist of a stationary fixed cameras, pole mounted PAN Tilt Zoom (PTZ) cameras, and Access Control Points cameras.</p> <p>(3) Access Control active barrier system and controls, Security Operations Center (SOC) monitors, and controls for all surveillance cameras and ESS systems.</p> <p>C. The Contractor shall provide factory trained Technicians when programming, installing, repairing, performing PM, replacing, testing or connecting Electronic Security systems and components. Refer to Section C2.2 for the minimum qualifications.</p> <p>D. The Contractor shall notify the COR and the Security Bunker before performing any preventive maintenance or repairs that may send an alarm to HQC Security. Immediately upon completion of the preventive maintenance or repairs, the Contractor shall report to the COR and the SOC that the work has been completed.</p> <p>E. Maintenance of the Electronic Security System shall provide the same level of performance and protection as designed.</p> <p>(1) The quality of work accomplished shall meet all applicable NFPA standards, National Electrical Code, manufacturer's specifications.</p> <p>F. The Contractor shall provide the manufacturer's scheduled software and firmware upgrades to the Electronic Security System at no additional cost to the Government.</p> <p>C2.23 SOUND MASKING AND PAGING SYSTEM</p> <p>A. The Contractor shall maintain, inspect, replace, and repair the sound masking and paging equipment and systems listed and in Attachment C6:</p> <p>Stereo Amplifiers Equalizers Sound Masking Speakers Paging Speakers Speaker Transformers Programmable Input Processors</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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| <p> Distribution Amplifiers Line Monitors Masking Pink Noise Source/Equalizer Digital Audio Control Processing System Audio Control Computer Masking/Paging Fault Indicator Panels Microphone Paging Station Background Music Source Auto Mixers Microphones Matrix Cards Digital Delays Data Line Amplifiers </p> <p> B. The Contractor shall provide factory trained Technicians when programming, installing, repairing, performing PM, replacing or connecting Sound Masking and Paging systems and components. Refer to Section C2 and C3 for the minimum qualifications. </p> <p> (1) The Contractor shall notify the COR and Security Bunker before performing any preventive maintenance or repairs. </p> <p> (2) Most repairs and PM's for this equipment shall be performed after normal duty hours. </p> <p> (3) Immediately upon completion of the preventive maintenance or repairs, the Contractor shall report to the COR and the Security Bunker that the work is complete. </p> <p> C. Maintenance of the Sound Masking and Paging System shall provide the same level of performance as designed. </p> <p> (1) The quality of work accomplished shall meet all applicable NFPA standards, National Electrical Code, manufacturer's specifications, all requirements of this Performance Work Statement. </p> <p> (2) The Contractor shall inspect all sound system racks every four (4) months. At a minimum, the Contractor shall: </p> <p> (a) Inspect cabling and hardware. (b) Check all levels at amplifiers. (c) Set levels as necessary. (d) Clean blower assemblies. (e) Check the integrity of all terminations. (f) Verify all programming and make adjustments as necessary. </p> <p> (3) The Contractor shall inspect all the sound paging system semi-annually. At a minimum, the Contractor shall: </p> <p> (a) Walk test each building POD to verify function with continuous tone. (b) Adjust and retest the system until entire sound paging system provides the same level of performance as designed. (c) All testing is to be done after normal duty hours. </p> <p> (4) The Contractor shall inspect all the sound masking system semi-annually. At a minimum, the Contractor shall: </p> <p> (a) Walk test each building POD with a real-time analyzer to verify proper levels. (b) Adjust the level and frequency and retest the system until entire sound masking system provides the same level of performance as designed. </p> <p> (5) The Contractor shall provide the manufacturer's scheduled software and firmware upgrades to the Sound Masking and Paging Systems at no additional cost to the Government. </p> | | |
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C2.24 FOUNTAIN

A. The Contractor shall maintain, inspect, replace, and repair the HQC Floating Fountain and associated equipment listed below and in Attachment C6. The Fountain is a Vertex Floating Fountain comprised of the following components:

Fountain Assembly including flotation collar, submersible pump, submersible 25 hp pump motor, intake screen, electrical cable, piping and anchoring system, Light fixtures (6), Bulb number QOPAR56500WATT, Fountain Head (PODJET), Electrical Junction Box, Capacitive Motor Starter, Control Panel, Photo Cell and Time Clock.

- (1) Maintenance of the Floating Fountain shall provide the same level of performance as designed.
- (2) The quality of work accomplished shall meet the National Electrical Code, manufacturer's specifications, all requirements of this Performance Work Statement.
 - (a) The Contractor shall clean the intake screen and lights monthly.
 - (b) Debris and aquatic growth shall be cleared from the intake screen.
 - (c) Algae and sediment shall be wiped from the light lenses.
 - (d) Light bulbs shall be replaced as necessary.
 - (e) The fountainhead orifices shall be checked and cleared quarterly of mineral deposits that have built up and are restricting water flow.
 - (f) All additional fountain components shall be cleaned as needed to maintain appearance.

C2.25 UTILITY METER READINGS

A The Contractor shall read and record the HQC electric meters once per day between the hours of 7:30 AM and 9:00 AM or as requested by the COR.

- (1) The Contractor shall record kilowatt-hours (KWH) daily and all other substation readings and provide a monthly report to the COR at the end of each month.
 - (a) The Contractor shall develop and maintain a report capable of tracking monthly KWH and Peak usage from all HQC electrical meters.
 - (b) The Contractor shall provide the form that the meter readings will be recorded on for initial approval by the COR.
- (2) The Contractor shall submit the kilowatt-hour readings to the COR each week after reading and include all other readings.
 - (a) Any deficiencies in the daily meters readings shall be reported with the readings to the COR within two hours.

C2.26 INDEFINITE DELIVERY INDEFINITE QUANTITY WORK

A. Indefinite Delivery Indefinite Quantity (IDIQ) is defined as alteration and extraordinary repair work that is beyond the scope of a Minor Work Service Order and is not included in the firm fixed-price portion of the contract.

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| <p>B. All IDIQ work is limited to a maximum total cost of \$3,000,000 (labor, equipment, and material) per Task Order.</p> <p>C. The Contractor will be paid a negotiated fixed price for each Task Order as specified on the procedures provided herein.</p> <p>D. With the Contractor's acceptance, IDIQ work in excess of \$500,000 may be ordered.</p> <p>E. General Procedures. The KO will provide the Contractor with a detailed scope of work and request a detailed cost proposal.</p> <p>(1) A site visit shall be conducted at the discretion of the Contractor with the COR.</p> <p>(2) The Contractor may provide written recommendations for revisions, alternative methods, or deviations from the Government's scope of work, as specified.</p> <p>(3) The Contractor's recommended changes shall be in the form of narrative descriptions, drawings, or sketches and shall include references to technical specification requirements.</p> <p>(4) All recommended changes shall be submitted to the COR within two (2) working days after the site visit.</p> <p>(5) The COR will review and evaluate the submission and may approve or disapprove the Contractor's recommended changes, in whole or in part, for use in performance of the work.</p> <p>(6) Upon acceptance of any recommended changes proposed by the Contractor, the Contractor shall be responsible for its accuracy, sufficiency, and completeness.</p> <p>(7) Price proposals shall be completed and returned to the KO within five (5) calendar days after receipt of the request for proposal.</p> <p>(a) As determined by the COR and approved by the KO the Contractor may be requested to provide an expedited, proposal in two 2 working days or less.</p> <p>F. The price proposal shall include a breakdown of the price and be supported by reasonable detail and documents as the KO may request. The price proposal shall include a price breakdown of the number of craft labor hours required by contract line item number, the quantities and identification of materials required (including special materials if required), the identification and usage hours of any special equipment that may be required, the related prices for each required item, all required price supporting documentation, the amount of time required to complete the work if different from that specified by the Government scope with supporting documentation.</p> <p>(1) Submittals may be required with the proposal if required by the scope of work.</p> <p>(2) Labor Requirements. Price Proposal shall include proposed prices for labor including the labor category, direct labor hours, Contractor's labor rate (from IDIQ), extended labor category proposal price (labor rate multiplied by quantity), and for the Task Order a cumulative total of labor proposed prices. Since labor rates on the IDIQ schedule are fully burdened rates and indirect labor hours concerning the Task Order are covered by the applicable fixed burden (indirect cost) rate, no labor hours shall be included in the task order proposal for mark-ups, travel time, material handling, cleanup, awaiting escort, overhead, profit, supervision, delay allowance, clerical support or other similar pricing elements.</p> <p>(3) Material Requirements. price proposal shall include detailed bills of materials establishing the name/description, size, quantity, units, bare material price, Contractor's Material Fixed Burden Rate from IDIQ Schedule multiplied by bare material price, unit price (bare material price plus Contractor's Burden), extended item price (unit price multiplied by quantity), and for the Task Order a cumulative total of material proposed prices. There shall be no allowance for profit (fee) on materials. The Contractor shall submit at least three (3) vendor quotes with proposed prices for technically acceptable materials over \$500. The Government will only pay the</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p> | | |

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lowest price-technically acceptable for materials as determined by vendor's quotes or, should the Government locate a supplier having a lower price considering the factors of delivery time, availability and quality, the Government will pay that price rather than the lowest price submitted by the Contractor. The Contractor will be given the name of this supplier, but has the option of using any supplier he wishes. However, the Contractor will be paid only the lowest approved price for technically acceptable materials.

(a) Material prices shall be reduced by all discounts and rebates for core value or salvage value that accrue to the Contractor. For this task order, prices for pre-expended bin supplies and materials as defined in Section C2.3 incidental to task order work materials shall not be included in proposed prices for materials.

G. The Contractor shall provide receipts for materials upon submission of Task Order invoice.

(1) Exceptions to the requirement for material receipt submission is when the work is subcontracted, unless special materials are procured by the prime Contractor for use by the Subcontractor.

H. Special Equipment.

(1) In the event a Task Order requires equipment, which the Contractor cannot be expected to keep as inventory such equipment shall be referred to as special equipment.

(2) The cost to the Government for special equipment will be calculated as follows:
Rental equipment shall be based on the lowest price available considering availability and time constraints of the job plus the Contractor's Material Fixed Burden Rate.

(3) The Contractor shall provide vendor rental equipment receipts for special equipment upon submission of Task Order invoice. In the event that rental equipment receipts have not been received at the time of Task Order invoice submission, purchase orders will be acceptable.

I. Special Sub-Contracting. When the COR determines that subcontracting is necessary to supplement indefinite quantity work of a technical or specialized nature which is beyond the type of work force expected to be maintained by the Contractor, special subcontracting will be used.

J. The Government will provide a conceptual scope of work, which will be suitable for Requests For Proposals (RFP). It is the intent of the Government for the Contractor to provide full acquisition and administration of the subcontracts; however, questions which arise during the site tour and/or during the negotiation phase, which cannot be answered by the Contractor, and shall be referred to the COR for resolution. The Contractor shall have a maximum of five (5) calendar days from receipt of the scope of work to advertise and provide the KO with proposal and recommendations for award. If the recommendation is acceptable the KO will issue a IDIQ Task Order and direct the Contractor to proceed with the subcontract award. Work shall be completed within allowable time. If, after reviewing the Contractor's subcontract proposal, the COR determines that the proposal is not in the best interest of the Government, The KO may require the Contractor to seek additional competition or cancel the project. In the event of cancellation, the Government reserves the right to have the work performed by other means. The Contractor shall ensure that the Subcontractor performs all requirements in accordance with specifications of the subcontract. The Contractor shall maintain records on all subcontracts and show how the proposed Subcontractor was selected, including competition obtained. The Government will pay the Contractor for all completed and accepted subcontracted projects in the amount of the subcontract plus mark-ups for the Contractor Fixed Burden Rate from the subcontracting line item in the IDIQ Schedule. Subcontracts shall be initiated, awarded, and administered in accordance with the FAR 52.244 SUBCONTRACTS (FIXED PRICE CONTRACTS) clause.

K. Establishing final price for specific work. The KO may approve the Contractor's proposal and issue a Task Order, which contains the Government's scope of work and material listing in that amount without discussions or negotiations. If the COR determines the Contractor's proposal is in error or otherwise does not concur with the Government estimate, negotiations will be conducted between the authorized representatives of the Contractor and the KO and the COR. Upon successful completion of negotiations, the Government will issue a Task Order, which contains the finalized scope of work

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and material listing to the Contractor in the negotiated amount. Each Task Order shall contain an agreed upon completion date if different than the maximum allowable time specified in the Task Order clause.

L. Changes to the scope of work in Task Order. If during the course of work the Contractor encounters customer generated changes or unforeseen conditions which impact the work and which could not have been evaluated during the initial programming phase, the Contractor shall not proceed without KO authorization. The KO will direct the Contractor to either (1) provide a proposal for the change of scope for the unforeseen condition only, or (2) prepare a new proposal for the total job as revised. After the Government's evaluation and approval of the contractor's proposed technical solution and prices, the KO will either, (1) issue a modification to the Task Order for the change in scope, or (2) cancel the original Task Order and issue a new Task Order for the total job as revised.

M. Task Order Schedule. Unless otherwise specified during negotiation all Task Orders shall be scheduled and completed within the negotiated completion time. If work cannot be accomplished because of delay of receiving material, an extension may be requested in writing to the COR, the following information shall be provided: Material type, purchase order number, supplier (phone number and point of contact), date ordered, date promised, estimated date of receipt and estimated completion of Task Order work. Upon validation of this information the Task Order may be modified by the KO to allow a reasonable amount of time for completion.

Note: On occasion, there will be conditions requiring immediate response by the Contractor to rearrange his schedule and to work continuously until the job is completed.

N. Reports. The Contractor will be required to submit a weekly progress report to the COR. Data to be reported shall include; workers by classification, move-on and move-off of construction equipment, materials and equipment delivered to the site, brief description of the work performed, testing performance, material used, approval of preparation work requested or final inspection requested, warranty information shall be submitted prior to acceptance of work by the Government and signature of Contractor and date.

SECTION C3 CONTRACT PERSONNEL REQUIREMENT

C3.0 General Requirements.

A. The Contractor shall employ at all times a sufficient number of qualified employees in accordance with the Performance Work Statement portion of this contract.

(1) All matters pertaining to the employment, management, supervision, workmen's compensation, promotion, and discharge of contractor, and or sub-contractor's employees and shall be the sole responsibility of the Contractor, who is in all respects their employer.

(2) Each employee/sub-Contractor of the Contractor shall read, write and speak fluent English.

B. The KO may require the immediate dismissal of any Contractor employee and or sub-Contractor employee who is identified as a potential threat to health, safety, security, general well-being, or operational mission of the building and its population.

(1) The KO may require the Contractor to remove any employee from the HQC who is found objectionable.

(2) The removal from the HQC of such person(s) shall not relieve the Contractor of the requirement to provide sufficient personnel to perform in accordance with the Performance Work Statement portion of this contract.

(3) The Government may require medical screening of Contractor personnel at the Contractor's expense, to ascertain whether employee(s) have been using a controlled substance and or alcohol.

C. Contractor personnel shall present a neat appearance and be easily recognized.

(1) The employees must wear Contractor issued distinctive clothing bearing the Contractors emblem or patch.

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| <p>(2) The clothing shall be approved by the COR.</p> <p>(3) Supervisory employees shall be easily distinguished from non-supervisory employees by wearing of white uniform shirts.</p> <p>(4) Identification badges issued by the Government to Contractor employees must be displayed on the upper quadrant of the outer most garments of all Contractor employees while work is being performed under this contract.</p> <p>(5) Contractor employees shall not loiter around the HQC during off-duty hours.</p> <p>D. The Contractor shall be responsible for all pre-employment physical examinations.</p> <p>(1) The pre-employment exam shall include a tuberculin skin test or chest x-ray.</p> <p>(2) A physician's certificate showing the results shall be provided to the COR 10 days prior to the contract start date and updated annually.</p> <p>(3) The physical exam shall be an annual requirement.</p> <p>E. Supervisory Employees</p> <p>(1) The Contractor shall provide sufficient on-site supervision to fulfill the terms and conditions of this contract. The Contractor shall ensure that all work required by this contract is satisfactorily supervised by a Project Manager. The Project Manager, On Site Supervisor and Shift Supervisor shall be available at all times, while contract work is in progress, to receive notices, reports or request from either the KO or the COR.</p> <p>Note: at all times during this contract a full time Supervisor and Security Administrator must be on site during normal duty hours.</p> <p>F. The resumes of the individuals designated as supervisory employees shall be furnished to the COR prior to appointment.</p> <p>G. Government employees are not authorized to exercise either direct or indirect supervision over the Contractor's employees or sub Contractor's employees.</p> <p>H. The second shift working hours are from 3:30 PM to 11:00 PM and will consist of one on site supervisor and one qualified electrical technician.</p> <p>(1) Contact After Normal Duty Hours. After normal work hours, the Project Manager or On-Site Supervisor shall be available within one hour at the site.</p> <p>(2) On the contract start date and before departing the first day the Contractor shall provide the COR with written listing of telephone, pagers, cell phones numbers which the Government may use at any time to directly contact the Contractor, Project Manager, and On-Site supervisor .</p> <p>I. Project Manager. The term Project Manager means a person designated in writing by the Contractor, who has complete authority to act for the Contractor in every detail during the term of the contract. The Project Manager shall be responsible for the overall management and coordination of all work, and shall act as a central point of contact with the Government. The project Manager shall possess the following minimum experience in the operation and maintenance of building electrical systems and equipment:</p> | | |
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(1) At least five (5) years of recent and within the last seven (7) years management experience in the management and supervision of electrical components, equipment and systems of a building approximately the same size and characteristics covered under this contract.

(2) A thorough understanding and knowledge of electrical systems, fire detection systems, fire suppression systems, ESS systems. CCTV surveillance systems, heating, ventilation, air conditioning, and plumbing to facilitate professional/technical coordination with other building service Contractors.

(3) The ability to read and interpret plans, blue prints and specifications.

(4) The ability/experience in estimating, soliciting proposals, and for managing complex electrical operations, testing, construction, maintenance, repair and alteration projects.

(5) Project Manager Resume: Prior to the assignment of the Project Manager to the contract, a detailed resume containing, as a minimum, the information specified below must be submitted to the COR for approval within thirty days of the contract start date.

(a) These qualification standards and resume requirements shall apply to both new and replacement Project Managers.

(b) The full name of the proposed Project Manager.

(c) A detailed description of his/her previous seven (7) years of employment.

(d) The names and addresses of the companies for whom the proposed Project Manager worked for during the past seven (7) years, along with the names and phone numbers of his/her immediate supervisor.

J. On-Site Supervisor: An On-Site Supervisor is a person (or persons) designated in writing by the Contractor, who has authority to act for the Project Manager on all matters relating to daily contract requirements.

(1) The On-Site Supervisor shall be an experienced Foreman Electrician and have a minimum of ten (10) years' experience as a licensed Master Electrician (or someone with master level electrical knowledge).

(a) The On-Site Supervisor shall possess at least five (5) years (within the past 10 years) experience as an electrical foreman.

(b) The On- Site supervisor shall be experienced in directing personnel and Subcontractors responsible for the installation, operation, maintenance, and repair of electrical equipment, and the systems covered under this contract.

(c) The On-Site supervisor shall have five (5) years experience in the operation of a large building's High/Low voltage electrical distribution systems with two or more main feeders, switchboards, Tie breakers, Emergency Generator Power Back-up Systems, UPS system, electrical systems, fire detection systems, fire suppression systems, ESS systems, CCTV surveillance systems.

(2) On-Site Supervisor Resume: Prior to the assignment of the On-Site Supervisor to the contract, a detailed resume containing, as a minimum, the information specified below must be submitted to the COR for approval prior to appointment. These qualification standards and resume requirements shall apply to both new and replacement On-Site Supervisors.

(a) The full name of the proposed On-Site Supervisor.

(b) A detailed description of his/her previous ten (10) years of employment.

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(c) The names and addresses of the companies for whom the proposed On-Site Supervisor worked for during the past ten (10) years, along with the names and phone numbers of his/her immediate supervisor.

(d) Copies of current licenses and certificates required for the performance under this contract. Copies of certificates of pertinent training for the past (10) years.

K. Shift Supervisor: The Contractor shall designate a minimum of one (1) Journeyman Electrician during each shift, which shall have operational authority at the job site over all work while it is being performed.

Note: these supervisors for day and evening shifts are in addition to the On-Site Supervisor.

(1) The shift Supervisor shall have at least three (3) years within the past five (5) years of experience as an electrical shift supervisor.

(a) The Shift Supervisor shall have three (3) years' experience in the operations of a building's High/Low voltage electrical distribution systems.

(b) The Shift Supervisor shall be a licensed journeyman electrician (or journeyman level knowledge) as approved by the COR.

(2) Shift Supervisor Resume: Prior to the assignment of the Shift Supervisor to the contract, a detailed resume containing, as a minimum, the information specified below must be submitted to the COR for approval prior to appointment. These qualification standards and resume requirements shall apply to both new and replacement Shift Supervisor.

(a) The full name of the proposed Shift Supervisor.

(b) A detailed description of his/her previous ten (10) years of employment.

(c) The names and addresses of the companies for whom the proposed Shift Supervisor worked for during the past ten (10) years, along with the names and phone numbers of his/her immediate supervisor.

(d) Copies of current licenses and certificates required for the performance under this contract. Copies of certificates of pertinent training for the past (10) years.

L. Security Administrator: The Contractor shall designate a minimum of one (1) Security Technician during each shift, which shall have operational authority over the ESS Systems. A Security Administrator is a person (or persons) designated in writing by the Contractor, approved by the COR who has authority to act for the Project Manager on all matters relating to the ESS Systems.

(1) The Security Administrator shall be certified by the U.S. Army Corps of Engineers or another federally approved ESS course. The Security Administrator shall have a minimum of five (5) years' experience as a Security Administrator.

(a) The Security Administrator shall possess at least five (5) years (within the past 7 years) experience as a Security Administrator.

(b) The Security Administrator shall be experienced in the installation, operation, maintenance, and repair of ESS systems, and its components covered under this contract.

(c) The Security Administrator shall have five years (5) experience in the operation of a large building's security system. Knowledge, capabilities, and practices associated with analyzing facilities and designing or constructing security systems. Knowledge of CCTV systems, intrusion detection systems, card-key access systems. Ability to interpret facility needs and develop riser diagrams and equipment details.

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Knowledgeable of principles and theories of security engineering design, installation and commissioning practices, including current codes, industry related practices and government regulations and policy requirements

(2) The Security Administrator Resume: Prior to the assignment of The Security Administrator to the contract, a detailed resume containing, at a minimum, the information specified below must be submitted to the Government for approval prior to appointment. These qualification standards and resume requirements shall apply to both new and replacement Security Administrators.

- (a) The full name of the proposed Security Administrator.
- (b) A detailed description of his/her previous ten (10) years of employment.
- (c) The names and addresses of the companies for whom the proposed The Security Administrator worked for during the past ten (10) years, along with the names and phone numbers of his/her immediate supervisor.
- (d) Copies of current licenses and certificates required for the performance under this contract. Copies of certificates of pertinent training for the past (10) years.

M. Non-Supervisory Craft Personnel: The Contractor shall provide sufficient licensed or certified Journeymen Electricians, wireman, electrical apprentices, lampists, or other crafts or trades required for performance of this contract. The Journeymen electricians shall possess the necessary skills required to operate service, maintain, and respond to service orders associated with the equipment and systems covered under this contract.

- (1) Journeyman Electricians: The Contractor shall provide sufficient Journeyman Electricians to perform preventive maintenance, service orders, minor work orders, and operations required by this contract.
 - (a) The Journeymen Electricians shall possess the following minimum experience in the operation and maintenance of the building electrical equipment and the systems covered under this contract.
 - (b) At least three (3) years of recent and within the last five (5) years' experience in the operation, maintenance of electrical components, equipment and systems of a building approximately the same size and characteristics covered under this contract.
 - (c) A thorough understanding and knowledge of electrical system, emergency generator power, security systems, fire detection and suppression, heating, ventilation, air conditioning, and plumbing to facilitate professional/technical coordination with other building service Contractors.
 - (d) The ability to read and interpret plans, blue prints and specifications.

- (2) Administrative Assistant: The Contractor shall have qualified personnel to provide administrative support on-site eight hours a day.
 - (a) The Administrative Assistant shall possess the necessary skills to operate a computer using Excel, Word and other software programs, and be familiar with the Contractor's work control processes, provide status of ongoing work to the COR, operation of EBS computer aided facility management system under the terms and conditions of this contract.
 - (b) The Administrative Assistant shall possess at least one (1) year (within the past three (3) Years) experience performing this type of work.
 - (c) Detailed resumes containing, as a minimum the information specified below must be submitted to the COR for approval prior to the assignment of any non-supervisor employees to this contract.

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- (d) The full name of the proposed employee.
- (e) A detailed description of his/her previous five (5) years of employment.
- (f) The names and addresses of the companies for whom the proposed employee worked for during the past five (5) years, along with the names and phone numbers of his/her immediate supervisor 's).
- (g) Copies of current licenses and certificates required for the performance under this contract. Copies of certificates of pertinent training for the past five (5) years.

Part 12 Clauses

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Mar 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved]
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ___ (10) [Reserved]
- ___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ___ (ii) Alternate I (Nov 2011) of 52.219-3.
- ___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ___ (ii) Alternate I (Jan 2011) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- X (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2015) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

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- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- _X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- _X_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- _X_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- _X_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- _X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- _X_ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- _X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- _X_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- _X_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ___ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (43) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- _X_ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- _X_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- ___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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- ___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- ___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) ___ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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CLAUSES ADDED TO PART 12 BY ADDENDUM

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) DFARS

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (OCT 2015) DFARS

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

52.204-07 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR

52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015) FAR

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015) FAR

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015) DFARS

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(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

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| | <p>(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—</p> <p>(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and</p> <p>(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or</p> <p>(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—</p> <p>(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," http://dx.doi.org/10.6028/NIST.SP.800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or</p> <p>(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and</p> <p>(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.</p> <p>(c) <i>Cyber incident reporting requirement.</i></p> <p>(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—</p> <p>(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and</p> <p>(ii) Rapidly report cyber incidents to DoD at http://dibnet.dod.mil.</p> <p>(2) <i>Cyber incident report.</i> The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at http://dibnet.dod.mil.</p> <p>(3) <i>Medium assurance certificate requirement.</i> In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see http://iase.disa.mil/pki/eca/Pages/index.aspx.</p> <p>(d) <i>Malicious software.</i> The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.</p> <p>(e) <i>Media preservation and protection.</i> When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.</p> <p>(f) <i>Access to additional information or equipment necessary for forensic analysis.</i> Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.</p> <p>(g) <i>Cyber incident damage assessment activities.</i> If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.</p> <p>(h) <i>DoD safeguarding and use of contractor attributional/proprietary information.</i> The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information</p> | |

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that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and
- (2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

52.204-9000 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (AUG 2014) DLAD

52.204-9001 ELECTRONIC ORDER TRANSMISSION (NOV 2011) DLAD

Supplies procured through the Defense Logistics Agency (DLA) may be ordered via electronic ordering. Offerors must check one of the following alternatives for paperless order transmission:

[] **Electronic Data Interchange (EDI) transmissions** in accordance with ANSI X12 Standards through DLA Transaction Services approved value added network (VAN).

[] **Electronic Mail (email) award notifications** containing Web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015) DFARS

52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR

52.215-23 LIMITATIONS ON PASS -THROUGH CHARGES (OCT 2009) FAR

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$500,000.00 ;

(2) Any order for a combination of items in excess of \$3,000,000.00 ; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 Days days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period ; provided, that the Contractor shall not be required to make any deliveries under this contract after 12/31/2022

(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 09/01/2016 through 8/31/2021 *[insert dates]*.

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **9/01/2016** through **9/30/2021**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(End of Clause)

52.217-08 OPTION TO EXTEND SERVICES (NOV 1999) FAR

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting

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Officer may exercise the option by written notice to the Contractor within 01 Day of contract expiration [insert the period of time within which the Contracting Officer may exercise the option].
(End of clause)

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

(a) The Government may extend the term of this contract by written notice to the Contractor within 01 Day of contract expiration [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months (months) (years).

(End of clause)

52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) FAR

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title]:

Signature: _____

Date: _____

Title: _____

(End of clause)

52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR

52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2014) FAR

52.222-06 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014) FAR

52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014) FAR

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) FAR

52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) FAR

52.223-06 DRUG-FREE WORKPLACE (MAY 2001) FAR

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008) FAR

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988) DFARS

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (SEP 2014) DFARS

252.227-7000 NON-ESTOPPEL (OCT 1966) DFARS

52.229-03 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR

52.229-04 FEDERAL, STATE, LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

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| <p>252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS</p> <p>252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS</p> <p>52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR</p> <p>52.236-02 DIFFERING SITE CONDITIONS (APR 1984) FAR</p> <p>52.236-03 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) FAR</p> <p>52.236-05 MATERIAL AND WORKMANSHIP (APR 1984) FAR</p> <p>52.236-06 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) FAR</p> <p>*****</p> <p>Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.</p> <p>(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by _____ [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].</p> <p>(b) Weather conditions _____ [insert a summary of weather records and warnings].</p> <p>(c) Transportation facilities _____ [insert a summary of transportation facilities providing access from the site, including information about their availability and limitations].</p> <p>(d) _____ [insert other pertinent information].</p> <p>*****</p> <p>52.236-07 PERMITS AND RESPONSIBILITIES (NOV 1991) FAR</p> <p>52.236-08 OTHER CONTRACTS (APR 1984) FAR</p> <p>52.236-09 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) FAR</p> <p>52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984) FAR</p> <p>52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) FAR</p> <p>52.236-12 CLEANING UP (APR 1984) FAR</p> <p>52.236-13 ACCIDENT PREVENTION (NOV 1991) FAR</p> <p>52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) FAR</p> <p>52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984) FAR</p> <p>52.236-17 LAYOUT OF WORK (APR 1984) FAR</p> <p>52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) FAR</p> <p>52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995) FAR</p> <p>52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) FAR</p> <p>52.237-03 CONTINUITY OF SERVICES (JAN 1991) FAR</p> <p>52.237-04 PAYMENT BY GOVERNMENT TO CONTRACTOR (APR 1984) FAR</p> <p>****</p> <p>(a) In [insert "full" if Alternate I is used; otherwise insert "partial"] consideration of the performance of the work called for in the Schedule, the Government will pay to the Contractor [fill in amount].</p> <p>****</p> | | |
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52.242-13 BANKRUPTCY (JUL 1995) FAR

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

52.243-01 CHANGES - FIXED PRICE (AUG 1987), ALT I (APR 1984) FAR

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2015) FAR

52.245-01 GOVERNMENT PROPERTY (APR 2012) FAR

52.246-04 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996) FAR

52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) FAR

52.246-20 -- Warranty of Services (May 2001)

(a) *Definitions.*

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor **10 DAYS**. This notice shall state either --

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of Clause)

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| <p>52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994) FAR</p> <p>52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997) FAR</p> <p>52.247-34 F.O.B. DESTINATION (NOV 1991) FAR</p> <p>52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD</p> <p>52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FAR</p> <p>52.249-04 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984) FAR</p> <p>52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR</p> <p>52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR</p> <p>This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.dla.mil/Acquisition and http://farsite.hill.af.mil/ . (End of Clause)</p> <p>52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) FAR</p> <p>(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.</p> <p>(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation. (End of Clause)</p> <p>52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR</p> <p>252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS</p> <p>(a) <i>Definition.</i> "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:</p> <ol style="list-style-type: none"> (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120. (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1. <p>(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.</p> <p>(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.</p> <p>(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—</p> <ol style="list-style-type: none"> (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, <i>et seq.</i>); (2) The Arms Export Control Act (22 U.S.C. 2751, <i>et seq.</i>); (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, <i>et seq.</i>); (4) The Export Administration Regulations (15 CFR Parts 730-774); (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and (6) Executive Order 13222, as extended. <p>(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts. (End of clause)</p> | | |
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| <p>52.237-9002 KEY PERSONNEL - FIXED-PRICE SERVICE CONTRACTS (APR 2008) DLAD</p> <p>Part 12 Provisions</p> <p>52.212-01 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2015)</p> <p>52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 2015) FAR</p> <p>An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via https://www.acquisition.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.</p> <p>(a) Definitions. As used in this provision—</p> <p>“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.</p> <p>“Forced or indentured child labor” means all work or service—</p> <p>(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or</p> <p>(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.</p> <p>“Inverted domestic corporation” as used in this section, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue code at 26 U.S.C. 7874.</p> <p>“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—</p> <p>(1) FSC 5510, Lumber and Related Basic Wood Materials;</p> <p>(2) Federal Supply Group (FSG) 87, Agricultural Supplies;</p> <p>(3) FSG 88, Live Animals;</p> <p>(4) FSG 89, Food and Related Consumables;</p> <p>(5) FSC 9410, Crude Grades of Plant Materials;</p> <p>(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;</p> <p>(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;</p> <p>(8) FSC 9610, Ores;</p> <p>(9) FSC 9620, Minerals, Natural and Synthetic; and</p> <p>(10) FSC 9630, Additive Metal Materials.</p> <p>“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.</p> <p>“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—</p> <p>(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;</p> <p>(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;</p> <p>(3) Consist of providing goods or services to marginalized populations of Sudan;</p> <p>(4) consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;</p> <p>(5) Consist of providing goods or services that are used only to promote health or education; or</p> <p>(6) Have been voluntarily suspended.</p> <p>“Sensitive technology” –</p> <p>(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically -</p> <p>(i) To restrict the free flow of unbiased information in Iran; or</p> | | |
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(ii) To disrupt, monitor, or otherwise restrict speech of the people or Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned –

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), **except for paragraphs _____.**

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer **that it () is, () is not a small business concern.**

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] **The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.**

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(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] **The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.**

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] **The offeror represents that it () is, () is not a women-owned small business concern.**

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [] is, [] is not a **WOSB concern eligible under the WOSB Program**, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a **joint venture that complies with the requirements of 13 CFR part 127**, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are in the **joint venture**: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [] is, [] is not an **EDWOSB concern**, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a **joint venture that complies with the requirements of 13 CFR part 127**, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are **participating in the joint venture**: _____.

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

NOTE: Complete paragraphs (c)(8) and (c) (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the **contract price**: _____

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It [] is, [] is not **certified by the Small Business Administration** as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not **submitted a completed application to the Small Business Administration** or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] **Joint Ventures** under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the **joint venture**: _____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a **HUBZone small business concern** listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a **HUBZone joint venture** that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the **joint venture**: _____]

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_____]. Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| | |
| | |
| | |

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| | |

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| | |

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| | |
| | |
| | |

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

| Line Item No. |
|---------------|
| |
| |
| |

(List as necessary)

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| | |
| | |
| | |

(List as necessary)

(4) Buy American Act – Free Trade Agreements – Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clauses of this solicitation entitled "Buy American Act-Free Trade Agreements – Israeli Trade Act::

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| | |
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| | |

(List as necessary)

(54) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| | |
| | |
| | |

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) () Have, () have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

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| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| | |
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| | |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) **The offeror will not supply any end product** listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) **The offeror may supply an end product** listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ **In the United States** (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ **Outside the United States.**

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) **Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4 (c)(1). The offeror ☐ does ☐ does not certify that—**

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4 (c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) **Certain services as described in FAR 22.1003-4 (d)(1). The offeror ☐ does ☐ does not certify that—**

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4 (d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that –

(i) it is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Apr 2016)

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The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;

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| <p>(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;</p> <p>(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;</p> <p>(8) PSC 9610, Ores;</p> <p>(9) PSC 9620, Minerals, Natural and Synthetic; and</p> <p>(10) PSC 9630, Additive Metal Materials.</p> <p>“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.</p> <p>“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.</p> <p>“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—</p> <p>(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;</p> <p>(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;</p> <p>(3) Consist of providing goods or services to marginalized populations of Sudan;</p> <p>(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;</p> <p>(5) Consist of providing goods or services that are used only to promote health or education; or</p> <p>(6) Have been voluntarily suspended.</p> <p>Sensitive technology—</p> <p>(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—</p> <p>(i) To restrict the free flow of unbiased information in Iran; or</p> <p>(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and</p> | | |
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(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not

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include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to*

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this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

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- (i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| | |
| | |
| | |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

| LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
| | |

| | |
|--|--|
| | |
| | |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| | |
| | |
| | |

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| | |
| | |
| | |

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

| Line Item No.: | Country of Origin: |
|----------------|--------------------|
| | |
| | |
| | |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

| Listed End Product: | Listed Countries of Origin: |
|---------------------|-----------------------------|
| | |
| | |
| | |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

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(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

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☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

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(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

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(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code _____(or mark “Unknown”).

Predecessor legal name: _____.
(Do not use a “doing business as” name).

(End of Provision)

Alternate I (Oct 2014). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

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(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (MAR 2015), ALT I (OCT 2014) FAR

As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.)

The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

PROVISIONS ADDED TO PART 12 BY ADDENDUM

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007) FAR

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

52.207-01 NOTICE OF STANDARD COMPETITION (MAY 2006) FAR

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM _____
QUANTITY _____
PRICE QUOTATION _____
TOTAL _____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) FAR

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or

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State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

52.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.211-9011 DELIVERY TERMS AND EVALUATION (APR 2014) DLAD

52.215-9003 USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM - STATISTICAL REPORTING (PIRS-SR) INFORMATION IN PAST PERFORMANCE EVALUATION (FEB 2013) DLAD

52.215-9022 CONTRACTOR PAST PERFORMANCE EVALUATION – AUTOMATED SYSTEMS (SEP 2012) DLAD

52.215-9023 REVERSE AUCTIONS (OCT 2013) (DLAD)

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify offerors of this decision and the following provisions will apply.

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

(b) Following the decision to conduct discussions using on-line reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide offerors determined to be in the competitive range with information concerning the on-line auction process. The Government intends to use a commercial web-based product to conduct the reverse auction.

(c) Prior to or simultaneously with conducting the on-line reverse auction, the Contracting Officer may hold discussions with the offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) The lowest offeror's price(s) for each round of the reverse auction will be disclosed to other offerors and anyone else having authorized access to the on-line auction. This disclosure is anonymous, meaning that each offeror's identity will be concealed from other offerors (although it will be known to the Government; only a generic identifier will be used for each offeror's proposed pricing, such as "Offeror A" or "lowest-priced offeror"). By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

(e) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted, the "Not Lead" offeror that submitted the tie offer must offer a changed price; it will be ineligible for award if the final price in the auction is the tie offer price.

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(f) An offeror's final auction price at the close of the reverse auction will be considered its final proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(g) The following information is provided regarding the procedures to be followed if a reverse auction is conducted.

(1) Each offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other offerors' pricing in confidence until after contract award.

(4) Any offeror unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the offeror's inability to enter pricing is determined to be without fault on the part of the offeror and outside the offeror's control.

(5) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.

(6) Training:

(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an offeror who successfully completes the training shall be designated as a 'trained offeror.' Only trained offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that offerors provide an alternate offeror employee to become a 'trained offeror.' The Contracting Officer also reserves the right to take away the 'trained offeror' designation from any trained offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

(End of Provision)

52.216-01 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a Single-Award IDIQ Contract which includes Firm Fixed-Price CLINs. Follow-on Task Orders will be issued on a firm-fixed price basis. contract resulting from this solicitation.

(End of provision)

52.217-05 EVALUATION OF OPTIONS (JUL 1990) FAR

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) FAR

The offeror represents that—

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015) FAR

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005) DFARS

52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD

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(c) The offeror should check here to opt out of this clause:

☐ . Alternate wording may be negotiated with the contracting officer.

52.233-9001 Disputes Agreement to Use Alternative Dispute Resolution (ADR).

DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause:

☐ Alternate wording may be negotiated with the Contracting Officer.

(End of Provision)

52.237-01 SITE VISIT (APR 1984) FAR

252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010) DFARS

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment , Mission Essential Contractor Services, dated , during periods of crisis.

52.237-9003 SITE VISIT COORDINATOR (APR 2008) DLAD

Contact information for the site visit coordinator and his or her alternate is as follows:

PRIMARY NAME: Beverly J. Williams

PHONE NO: 703-767-1192

ALTERNATE NAME: Major Xkoshan Arnold

PHONE NO: 703-767-3714

52.237-9003 Site Visit Coordinator.

SITE VISIT COORDINATOR (APR 2008)

(a) Interested prospective offerors may make an appointment to visit the site of installation by contacting the site visit coordinator or his or her alternate, during normal work hours/local time at the site. Contact information for the site visit coordinator and his or her alternate is as follows:

Primary Name: Phone Number

Alternate Name: Phone Number

(b) Prospective offerors are notified that remarks or explanations provided during a site visit shall not qualify the terms of this solicitation. Unless and until this solicitation is amended in writing, terms of the solicitation and specifications remain unchanged.

(c) Site visitors requiring interpretation or clarification of technical or contractual requirements included in this solicitation are encouraged to submit their questions and any information obtained during the site visit to the Contracting Officer, by contacting the individual identified on the face of the solicitation.

(End of Provision)

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) - FAR

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those

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provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/> .
 (End of Provision)

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) FAR

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
 (b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
 (End of Provision)

52.233-02 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Beverly J. Williams. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]
 (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
 (End of Clause)

GENERAL INFORMATION

General Information

CONTRACT LINE ITEMS

Offeror shall insert in the Section B, unit prices and amounts at the CLIN item level for the firm fixed price quantity (e.g., 0001, 0002, 0003, etc.). The Performance Work Statement includes a matrix of total square footage per building per type of service. Please review this matrix when calculating your labor, materials, and supplies to be utilized to perform these maintenance services.

PAYMENT

(a) Payment for Electrical Services for the routine services shall be made monthly in arrears for services performed during the preceding month. If, as a result of contract award, services commence on a date other than the first of the month, the amount due for the first month's services shall be determined by dividing the fixed-price monthly rate by 30 and multiplying that figure by the number of days remaining in the month.

(b) Payments for Additional Services (Indefinite-Delivery/Indefinite-Quantity Task Orders under line items 0004, 1004, 2004, 3004, 4004 shall be made in accordance with FAR 52.232-1 *Payments*.

SUBMISSION OF QUESTIONS

Any questions regarding the solicitation or resulting from the site visit must be in writing and submitted to the contract specialist, Major Xkoshan Arnold, via fax (703) 767-1172 or email no later than 2:00 pm (EST), **June 2, 2016**.

POST AWARD CONFERENCE

Within 5 days of contract award, prior to commencing work the Contractor will meet with the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understandings and business related topics.

FOR ISSUING INDEFINITE QUANTITY TASK ORDERS

Some of the services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on SF 1449 by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.

INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract for services and effective for the period stated in the schedule. Multiple task orders may be issued under this IDIQ contract on a Firm-Fixed Price basis. Work items for the fixed-price portion are identified in the schedule include all work except that identified as IDIQ. The fixed price

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quantities shown in the schedule are considered accurate estimates for this contract period. The contract consists of a one (1) year base period of performance and four (4) 1-year option periods; in total five (5) years.

(b) The scope of work for the IDIQ portion of the contract is identified with the IDIQ performance work statement (PWS). Work items for the IDIQ portion of the contract are identified in the schedule. The quantities of supplies and services specified in the schedule as IDIQ are estimates only. IDIQ work shall be ordered through separate and more specific PWS, contractor proposals, evaluations, and the issuance of separate task orders. and may be ordered by issuance of separate deliver orders.

(c) Delivery or performance shall be made only as authorized by orders issued in accordance with DFARS 252.216-7006. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed price portion of the contract.

(d) Except for any limitation of quantities in FAR 52.216-19 or in the Schedule, there is no limit on the number or orders that may be issued.

(e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contractor's effective period.

FULFILLING MINIMUM ORDERING REQUIREMENTS

The Government has no obligation to issue task orders beyond the minimum amount specified above. There will be a one "minimum guarantee award amount" of the firm fixed price CLINs for the base period. For each option period, if exercised, there will be a minimum guarantee award amount for the firm fixed price CLINs.

FUNDING

Funds for the services provided will be obligated, at the task order level, as they become available, or excess funds de-obligated at the task order level, by modification to the task order contracts unilaterally by the Government. The Contractor will only be paid for effort that has been authorized by the Government and performed in accordance with the contract specifications, except for the minimum amount guaranteed.

WITHHOLDING

Withholding of payments may occur for fixed priced task orders if performance of services required are not performed at a satisfactory level.

PRICING OF TASK ORDERS

Individual Task Orders will be issued as requirements occur. Task Orders will specify work to be performed and will reflect the labor rates of the proposed staff in effect when the task order is issued (in accordance with the provisions contained in Section B of the IDIQ contract and the award task orders). The Contractor shall perform all services in accordance with the task order performance work statement/specifications. The terms and conditions set forth in the contracts will always apply. All Task Orders will be fixed price.

LABOR RATES

The Contractor's on-site (performed at Government facilities) fully-burdened labor rates for those Contractor key personnel included in Table B1.1 apply for the base and option years of the resultant contract for the maintenance services described in Section C, accordingly, and shall be used by the Contractor as the ceiling labor rates when submitting price proposals in response to requests for quotation for task orders issued against the IDIQ contract under these contracts. **Contractors may propose at or below these labor rates, as each task order award will be negotiated on an individual basis.**

Labor Rates. Labor rates (CLIN 0004, 1004, 2004, 3004 and 4004) will be fixed at time of IDIQ contract award for the Base Period and all Option Periods based on the rates offered in the successful awardee's Proposal. The rates that are set-forth in the IDIQ contract cannot be exceeded on Firm Fixed Price CLINs on any resultant task order. Price Analysis will be performed before IDIQ award to determine proposed labor rates fair and reasonable. In accordance with FAR 15.404-1(b), Price Analysis will be performed to determine the fair and reasonable price for all task order CLINs.

The following labor classifications are anticipated to be the primary labor sources necessary to perform the contract Task Orders. Other labor categories may be added, if applicable and necessary to perform the scope of work under a specific Task Order.

LABOR CATEGORIES and LABOR HOURLY RATES

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The number of hours for each labor category shall be: 2080 hours per year

TABLE B1.1

| LABOR CATEGORY | Base Year CLIN 0004 | OPT YR 1 CLIN 1004 | OPT YR 2 CLIN 2004 | OPT YR 3 CLIN 3004 | OPT YR 4 CLIN 4004 |
|--------------------|------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| On-Site Supervisor | | | | | |
| Project Manager | | | | | |
| Electrician | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
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WORK CLASSIFICATION & MINIMUM WAGES

All work performed pursuant to this contract is subject to a Department of Labor Wage Determination, which is in accordance with either the Service Contract Labor Standards statute or the Construction Wage Rate Requirements statute, as defined herein.” Wage Determination (SCA) and the Davis-Beacon Act (DBA) as defined herein. The Service Contract Labor Standards statute applies to the FFP CLINs within the IDIQ contract. The Construction Wage Rate Requirements statute applies to Task Orders in excess of \$2,000.

KEY PERSONNEL

The Contractor shall assign to this contract the following key personnel: (Insert employee’s name and title/position)

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- (b) During the first 120 calendar days of performance, the Contractor shall make no substitution of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by “(c)” below. After the initial 120-calendar day’s period, the Contractor shall submit the information required by (c) (below) to the Contracting officer at least 30 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, come resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 30 days after receipt of all required information of the decision on substitutions.
- (d) At a minimum the Project Manager and On-site Supervisor shall be considered key personnel. All personnel proposed shall be listed as a Key Personnel.

SCHEDULE OF DEDUCTIONS

Within 20 days of contract award, the Contractor shall complete and submit to the contracting officer the deduction schedules found as Attachment C22.

REVERSE AUCTION

Reference DLAD 52.215-9023 Reverse Auction (Oct 2013) of the solicitation; if the Contracting Officer decides to conduct an online reverse auction, prior to the start of the auction, the current lowest evaluated aggregate price for each CLIN may be broadcast to offerors participating in the reverse auction. At certain intervals during the auction, the auction may be paused and the lowest evaluated aggregate price at the time of the pause will be broadcast to all offerors participating. The timing, length and number of pauses shall be determined by the Contracting Officer. By submitting a proposal, offerors are agreeing to disclose their evaluated aggregate price.

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GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSION

GENERAL

Proposals shall be submitted in accordance with the closing date established in Block 8 of Standard Form 1449. Proposals shall remain valid for a period of 120 days from the solicitation closing date unless stated otherwise. The offeror's proposal should be packaged from delivery so as to assure safe and timely arrival at destination. The proposal package should be mailed or delivered to the address shown in Block 9 of the Standard Form 1449 and clearly marked: RFP No. SP4705-16-R-0003.

The proposal shall respond directly to each factor/sub-factor. The non-price volumes of the proposal **shall not** contain price data. Responses shall not reference data in another volume.

Formal communications and specific requests for clarification(s) and/or information concerning this solicitation shall be submitted in writing to: Beverly J. Williams, Contracting Officer at the following address:

DLA Contracting Services Office (DCSO-F)
Andrew T. McNamara Headquarters Complex
Attn: Contract Specialist: Major Xkoshan Arnold
Attn: Contracting Officer: Beverly J. Williams
8725 John J. Kingman Road, Suite 1145
Fort Belvoir, VA 22060-6220
Email address: Xkoshan.arnold@dla.mil or beverly.j.williams@dla.mil

Written inquiries, if appropriate, will be answered in writing via an amendment to the RFP and provided to all offerors. No telephone request for clarification will be responded to. Any questions regarding this RFP shall be received by the Contracting Officer within ten (10) calendar days from the RFP issuance date in order to be considered for a response(s).

Site Visit

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the price of contract performance, to the extent that the information is reasonably obtainable. The walk through will provide the opportunity for the Offerors to visit and observe the maintenance service related activities as currently provided in the Headquarters facility. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

A Site Visit has been scheduled for **May 25, 2016**. Contractors shall notify the contract specialist, MAJ Xkoshan Arnold, (xkoshan.arnold@dla.mil) no later than **May 23, 2016**, that they intend to attend the Site Visit. Participants shall meet at the front entrance of the HQC no later than **10:00 a.m., May 25, 2016**. Only two (2) representatives from each potential offeror are authorized to attend. The Government does not intend to conduct individual site visits; therefore, offerors wishing to inspect the site should attend in accordance with the aforementioned guidelines of this section.

Please arrive at the front gate of Defense Logistics Agency (DLA) at 8725 John J. Kingman Road, Fort Belvoir, VA at least 15 minutes prior to the arranged time in order to secure a visitor pass. Limit the number of attendees to no more than two representatives from each company. To gain access to the installation you will need to have a government issued ID (e.g. driver's license, state issued photo ID) for every individual, and vehicle registration and insurance for each vehicle. Once you have entered through the gates, proceed to the flags to check in the building. Mr. Andrea Terrell will be the point of contact for the site visit. If any problems, please contact MAJ Arnold at 703-767-3714. Please note the site visit is only designed to allow interested parties the opportunity to visit the facility for viewing of the building, structures and related systems and equipment at DLA Headquarters Complex. Any technical questions shall be reduced to writing and sent via email directly to the Contract Specialist at xkoshan.arnold@dla.mil within 24 hours after the site visit.

Prior to the scheduled site visit, company must provide to the Contract Specialist: Company Name, Full Name(s) (no more than two (2) persons per company for the site visit), SSN(s), Date of Birth, and Cage Code, no later than May 23, 2016, 2:00 p.m. EST.

GENERAL PROPOSAL INSTRUCTIONS

Proposals are due by the date and time established at **Page 1, Proposals** shall be delivered to the address below:

CONTINUED ON NEXT PAGE

DLA Contracting Services Office (DCSO-F)
Attn: Xkoshan Arnold, Contract Specialist
Attn: Beverly J. Williams, Contracting Officer
8725 John J. Kingman Road, Room 1145 (delivery), Suite 0119 (mail)
Fort Belvoir VA 22060-6220

If the Offeror chooses to hand carry the proposal or send it via courier service, the Offeror assumes full responsibility for ensuring that the offer is received at the location by the required time. All offers must be sealed in the format that is conducive for mailing and fully identified on the sealed envelope. Please note that there are no provisions for acceptance of late offers sent by overnight courier service (except by the United States Postal Service), regardless of the date of mailing. The Offeror is hereby notified that the building address stated above is a secure facility. Only uniformed couriers such as Federal Express, DHL, etc., will be allowed access. All other couriers are required to leave packages at the receiving dock for delivery to the recipient by the Government interdepartmental mail service. DLA employees will not be held responsible for picking up packages delivered to the lobby or loading docks of the DLA Headquarters Complex.

The Government requires Technical Capability, Management Capability, Past Performance, and Price Submission volumes be included in the Offeror's proposal. Each volume of the proposal shall be bound in a separate binder of medium size to contain the appropriate information. A binder cover sheet shall be affixed to the outer cover of each volume, which clearly identifies each volume (volume number and name), original or copy number (i.e. copy 1 of 3), the RFP number, date of submission, and Offeror name. Tab indexing shall be used to identify all sections within a particular proposal volume, if applicable. There shall be no writing on the tab index page. Index pages should only be used to identify sections.

Offerors are advised that the quality of the proposal and compliance to the RFP requirements and/or restrictions are considered reflective of the manner in which the Offeror could be expected to conduct the work required by the solicitation. These matters will be given due consideration throughout the evaluation process.

All proposals submitted must have an acceptance period of no less than 120 days.

The written proposals shall be provided in three (3) volumes identified as follows;

Volume I –
Section 1- Technical Capability
Section 2 - Management Capability

Volume II – Past Performance

Volume III – Price Proposal

All volumes are due by the date and time established at **Page 1**. The information submitted as Volume I through III shall be evaluated on the information presented; therefore, organization, clarity, accuracy of information, relevance, and completeness are of prime importance.

Each volume shall be contained in a separate three-ring D binder of medium size. Several copies of each volume must be submitted (see table below). Each copy will be contained in its own binder. A binder cover sheet shall be affixed to the outer cover of each volume, which clearly identifies each volume (by volume number and name), copy number (i.e. copy 1 of 3, the RFP number, date of submission, and Offeror's name. This information shall also appear on the edge of the binder to allow for rapid accountability when placed in vertical position in a storage cabinet. Tab indexing shall be used to identify all sections within a particular proposed volume. There shall be no writing on the tab index page other than the writing required to identify the particular section.

| <u>VOLUME</u> | <u>QUANTITY</u> |
|----------------------|--------------------------|
| VOLUME I | 5 (2 original and |

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| | |
|------------|---|
| | 3 redacted copies) |
| VOLUME II | 5 (2 original and 3 redacted copies) |
| VOLUME III | 3 (1 original and 2 copies) |

NOTE: Redacted copies must remove the Offeror’s name, company name, Cage Code, and address. Failure to submit redacted copies of the proposal will result in a finding that the proposal is not acceptable.

VOLUME I – TECHNICAL

(1) FACTOR 1 – TECHNICAL CAPABILITY *(Page limit - 15 pages)*

Technical Capability is the primary determining factor of an offeror’s ability to perform. Offeror shall describe how they meet or plan to meet all mandatory requirements in the respective Performance Work Statement (PWS) and contract clauses. The offeror shall clearly discuss expertise and experience in meeting the required functional areas identified in Section C2.2 of the PWS. The offeror shall include a discussion of anticipated or potential difficulties and problem areas with recommended approaches for their resolution. The Government will review proposals to determine whether or not that Offeror has adequately demonstrated an ability to meet or exceed the Government’s requirements.

The Technical proposal must demonstrate the capability to provide support and a clear understanding of the technical functions necessary for the effective and timely accomplishment of all contract requirements.

The offeror shall also include information addressing the below within the Technical Capability:
Offerors proposal shall demonstrate abilities in operation, installation, maintenance, inspection, testing and repair of electrical systems, to include discussion of the ability to provide factory/OEM agents and trained personnel; demonstrated ability to read and interpret plans and blue prints; knowledge and skill in using CMMS and enterprise security systems; and life safety systems, discussion of the development, documentation and implementation of a Quality Control Plan to match the Government Quality Assurance Plan.

The Technical Proposal must provide a discussion to demonstrate a clear understanding all management, labor, supervision, tools, materials, equipment, incidental engineering, and transportation necessary to perform work in accordance with general craft and industry standards, applicable laws, regulations, codes and Federal specifications for buildings and structures.

The offeror’s technical proposal shall clearly demonstrate the offeror’s capabilities and experience to provide for services covered under this RFP, in a building similar or equal to the HQC in size, scope and complexity, 1.3M square feet sq ft. The contractor’s experience and technical level of expertise and approach to:

Provide services, preventive maintenance, compliance with security requirements, and Contractor’s Management Plan. Provide a single source full service expertise with the ability of executing in house resources for (within in company) operation, service, maintenance, preventive maintenance, general electric, and general security requirements such as the size and magnitude of the equipment in the HQC and as stated throughout the PWS. See General Requirement within the PWS under Section C2.2 for information on General Electric and General Security. Must prove capable of in house (within in company) resources for prompt, efficient service and install. The firm must prove to have in-house (within in company) multi-discipline, multi-division, branches ready for execution. (EX: Electrical, Controls, etc.).

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(2) FACTOR 2 – MANAGEMENT CAPABILITY *(Page limit - 15 pages)*

Considerations for the Management Capability offerors shall provide a management proposal narrative addressing the offeror's capability to provide and demonstrate an effective and efficient staffing strategy to include identification of in-house and disciplines, skill and labor mix, hiring and retention processes and procedures, and subcontracted personnel. The offeror shall discuss their organizational structure, size, and depth and available resources. The offeror shall discuss their ability to address surge capacity, timely response and around the clock-manning in inclement weather, emergency/crisis situations response situations. The narrative shall identify the lines of authority and responsibility, management, on-site supervision, the day-to-day operational DLA POC and communication between the Offeror and the Government, proposed personnel to include resumes, personnel qualifications and key personnel.

Identify the labor categories, position descriptions, and the number of personnel required to meet the requirements in the PWS. Labor categories and position descriptions should be consistent with providing performance in accordance with the requirements in this PWS.

Identify if the Project Manager and/or On Site Supervisor is experience in managing a staff to sustain electrical maintenance services and discuss qualifications.

Identify the key personnel and provide their ensure contractor licensing, certification and specific experience requirements. Contractor and sub-contractors shall possess all licenses required by the local, state and Federal Government. Local Government includes Fairfax County and Fort Belvoir. These licenses include, but are not limited to the following: Commonwealth of Virginia Class A Electrical Contractors License; Underwriters Laboratory (UL) UL 2050 certification, Fairfax County Business License; and Commonwealth of Virginia Master Electrician License.

The pages required for the submission of resumes are not included in the 15 page limit for Management Capability.

The below is additional area to address within your Management Capability:

The **Organizational Plan** shall address the offeror's management process, licensing required by local and federal law authority and controls to ensure that objectives of this procurement are met. The Organizational structure proposed; lines of authority and responsibility for the performance of work; authority of the local management; crafts, skills and supervision available for local performance; personnel practices; and management controls over the workforce shall be addressed. The organizational plan shall provide a work breakdown structure relating all PWS work requirements and how the manpower will be allocated to the function being performed on-site staff or subcontractor support staff.

Personnel Resources and Management Controls - The offeror shall address the proposed organizational structure and management controls to be implemented to provide a capable and effective workforce **at all times** and the essential procedures and training programs to administratively support contract requirements. The offeror shall indicate a comprehensive plan to obtain properly certified/factory trained technicians as required in the PWS for maintenance and repairs of critical equipment and systems, and should provide agreements or contingency agreements with firms to provide the necessary training.

The offeror shall include an organizational staffing chart which identifies position, full or part time, and personnel proposed (including any subcontractor personnel) for the position. The offeror shall include an organizational chart demonstrating the line of authority flowing from the Program Manager.

The offeror shall include an organizational chart which identifies the different branches or departments within the company that will be utilized. (Example: Electrical Department, Controls Department ETC.) The offeror shall include an organizational chart demonstrating the line of authority and personnel organization from the corporate management through the branch or department.

The offeror shall include a comprehensive and detailed safety and training plan.

Resume - Using the format below the offeror shall provide resumes for all proposed personnel (both offeror and subcontractor personnel).

a. Full name of proposed employee

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b. Proposed position

c. Education

d. Detailed description of previous ten (10) years of employment history. This description shall include the month and date began work, month and date stopped work, name of the company, position held, and summary of duties.

e. Copies of current licenses and certificates relevant to their proposed position.

f. Evidence of verification (point of contact) of level of security clearance per resume.

g. Summary of Personnel Qualifications

The proposal shall discuss the following in reference to key personnel (project manager, on-site supervisor and shift supervisor):

Evidence of their knowledge of, and skill in, performing and supervising on-site staff and subcontractor personnel in repairs and maintenance of equipment and systems similar to those existing in the HQC building.

Evidence of their experience in management and operation of facilities similar in size, and complexity to the HQC building.

Evidence of their experience in the management of maintenance programs and the supervision of maintenance personnel using a computerized maintenance management system and using computer tools for scheduling and producing reports in a complete and timely manner.

(3) **FACTOR 3: Past Performance / Performance Confidence Assessment.** The past performance evaluation results in a performance confidence assessment rating of the offeror's probability of meeting the solicitation requirements, derived at by considering each offeror's demonstrated recent and relevant record of performance and how well the Offeror performed on the contracts. The offeror shall clearly provide examples of electrical maintenance and electrical general security services completed at the same scope and complexity of the PWS.

The Past Performance assessment is based on two aspects; Relevancy and Quality. In rating past performance and deriving a performance confidence assessment rating, the following will be considered:

Aspect One: Relevancy of Prior Contracts. This source of Past Performance information will be provided in the offeror's written proposal. The first aspect is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired. In establishing what is relevant for the acquisition, consideration should be given to those aspects of an offeror's contract history that would give the greatest ability to measure whether the Offeror will satisfy the current procurement. Common aspects of relevancy include similarity of service/support, complexity, dollar value, contract type and degree of subcontract/teaming. A Relevancy rating will be assigned per the four levels of relevancy. The more relevant past performance will be a stronger predictor of future success and have more influence on the performance confidence assessment than past performance of lesser relevance.

VOLUME II – PAST PERFORMANCE

The offeror shall submit as Volume II its evidence of past performance on contracts/task orders that have or had requirements similar or equal to with the scope and complexity of this requirement as described in the Performance Work Statement. Past Performance information may be on contracts for Federal, State, or Local Government, or commercial contracts. All sections of Volume II shall be contained in the same 3-ring binder. Specific requirements for each section as specified below. Volume II shall consist of two sections:

Section 1 - Past Performance Project Descriptions

Section 2 - Past Performance Matrix

Information provided by an Offeror in its proposal is subject to verification/validation by the Government during the evaluation and/or pre-award survey process. The Government reserves the right to contact the Government/commercial points of contact, project officials, and any other persons who have been involved in any of the contracts listed by the Offeror in its proposal, for the purposes of verifying the information provided and obtaining additional information concerning the Offeror's performance on these contracts. This applies to the Offeror and any proposed subcontractors. Furthermore, the Government may use past performance information obtained from other than the sources identified by the offeror. The information obtained will be used for both the responsibility determination and the best value decision.

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Past Performance Project Descriptions

Offerors shall submit the following information as part of their proposal for both the offeror and proposed major subcontractors:

1. A list of the last five (5) contracts and subcontracts during the past three years completed or currently in process. (Do not provide a total of more than 8 project descriptions.) Contracts listed may include those entered into by the Federal Government, agencies of state and local governments, and commercial customers. Offerors that are newly formed entities without prior contracts should list contract and subcontract experience as required above for all key personnel. Each project description shall be no greater than two (2) 8.5x11 inch pages using a 12 point new courier font. The following format should be used for project description submittals:

2. Past Performance Project Description Format

a. Past performance project descriptions shall be submitted using the following format:

PROJECT NO.: Identify each Project Description (PD) by number; e.g., PD1, PD2, etc.

PROJECT NAME: Self-explanatory

PRIMARY PERFORMER: Self-explanatory

CONTRACT/ORDER NO: Indicate the contract number applicable, the order number under which the project was.

PRIME CONTRACTOR: Self-explanatory

MAJOR SUBCONTRACTORS: List the major subcontractors contract/order

CONTRACT/ORDER TYPE: e.g., IDIQ, FFP, T&M, etc.

CONTRACT/ORDER TOTAL DOLLAR VALUE: Indicate the total contract/order for the project.

CONTRACT/ORDER PERIOD OF PERFORMANCE: Indicate by month and year the start and completion (or ongoing) dates for the period of performance.

LIST OF QUALITY AWARDS OR QUALITY CERTIFICATIONS RECEIVED: List any quality awards, quality certifications of work performed for the project.

ASSIGNED PERSONNEL: Show the labor required to complete listed by labor category title, average number of people, hours by category.

CONTRACTING OFFICER NAME, ADDRESS, VOICE PHONE, FAX PHONE: Self-explanatory

ADMINISTRATIVE CONTRACTING OFFICER (if different than #12): NAME, ADDRESS, VOICE PHONE, FAX PHONE: Self-explanatory

GOVERNMENT/COMMERCIAL (CUSTOMER) TECHNICAL POINT OF CONTACT NAME ADDRESS, VOICE PHONE, FAX PHONE: Identify the individual (e.g. COR, COTR or Task Monitor)

FACILITY MAINTAINED: Identify the facility maintained and general description of the requirements (i.e. electrical system, electronic security system, etc.).

DESCRIBE SYSTEMS MAINTAINED: Provide a general description of the applicable system maintained (i.e. electrical system, electronic security system, etc.)

COVERAGE: Describe response time to routine, urgent and service calls. Identify whether your personnel maintained 24 hours a day (i.e. contractor employees maintained in a building) or what period of the time your employees day.

PROBLEM AREAS: Describe any problem areas encountered which may reflect negatively upon your organization from a perspective and the resolution of the problem.

b. The offeror may provide information on problems encountered on the contracts and subcontracts identified in (a) above, and the corrective actions taken to resolve those problems. Offerors should not provide general information on their performance of the identified contracts. General performance information will be obtained from the references.

c. The offeror may describe any quality awards or certifications that indicate the offeror possess a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599). A copy of the award or certificate shall be included with the project description. Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

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3. Each offeror shall be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information shall be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure the best value to the Government. The Government shall focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offerors may be contacted by the Government, and the information received shall be used in the evaluation of the offeror's past performance. The Past Performance Survey will be used to collect this information.

Past Performance Matrix

1. Offerors shall submit Past Performances Matrix as Section 2 of Volume II using the guidance provided in subparagraph 2 below. The matrix shall provide information on contracts/orders on which the Offeror or any of its proposed subcontractors performed or is performing work, as a prime contractor or as a subcontractor. The contracts/orders listed in the matrix must be the same as the contracts/orders contained in the Volume II Section 1, Project Descriptions.

2. The contracts/orders shall represent and provide evidence on the Offeror's and its proposed subcontractors' experience maintaining and repairing systems similar or equal to those identified in this solicitation. Offerors shall complete the Past Performance Matrix found as attachment 1. The left hand column of the matrix lists the systems to be maintained at the DLA HQC. The header identifies PD 1, PD 2, etc. which should correspond with the project descriptions provided in section 1. In each PD column an X should be placed on the row referencing a system maintained and repaired under that PD.

Client Authorization Letter

Offerors are encouraged to notify references provided in their proposal of the Government's intent to conduct past performance surveys, and encourage references to complete the surveys in a timely accurate manner. A sample client authorization letter is provided. Offerors should send their listed private sector references as a letter similar to attachment 2 authorizing the reference to provide past performance to the Government.

The Offeror shall ensure that information presented for contact points is accurate and current (i.e. current phone numbers, titles, etc.). The Government will not attempt to "track down" reference data in cases where inaccurate data is presented. The Government may contact all or none of the persons listed as points of contact for each contract. The Government will evaluate the relevance and recency of the Offeror's experience, the quality of the Offeror's past performance, and a demonstrated ability to effectively utilize resources. The Government is seeking to determine how well the contractor performed on projects of similar or equal dollar value, scope, and complexity. Offerors are also advised that only relevant experience will be evaluated for the purposes of past performance; however, the absence of past performance data will be rated neither favorably nor unfavorably (i.e. neutral). The Government will also evaluate past performance responses to Attachment 3-Contractor Performance Evaluation Survey.

Performance. Offerors shall provide a specific narrative explanation of each contract listed in Tab 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

Past Performance Questionnaire. The Offeror shall complete Part I of the Past Performance Questionnaire (See Attachment 3-Past Performance Questionnaire) and e-mail the questionnaire to the Government or private sector point-of-contact (POC) responsible for the past/current contract reference. The POC's shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to xkoshan.arnold@dla.mil no later than June 20, 2016 at 11:00 Am EST. The Past Performance Questionnaire will not be a part of the resultant contract.

This section shall be a concise synopsis of work performed by the Offeror for clients of the same scope and complexity as the present Government requirement. The Government's Technical Evaluation Panel will determine if the past performance information is consistent with the scope and complexity of the requirement. The Offeror must provide the company name and contact information of all clients that may be surveyed by DLA as a part of this acquisition process. The number of

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pages necessary to provide this information should be kept at the minimum. The Government reserves the right to use other government systems such as CPARS and PPIRS to evaluate contractor performance.

The offeror shall submit as Volume II its evidence of past performance on contracts/task orders that have or had requirements similar or equal with the scope and complexity of this requirement as described in the PWS. Past Performance information may be on contracts for Federal, State, or Local Government, or commercial contracts. All sections of Volume II shall be contained in the same 3-ring binder and labeled as specified below: Past Performance Project Descriptions

PRICE PROPOSAL

Offerors are required to submit price proposals for the one (1) year base period of performance and four (4) 1-year option periods; in total five (5) years **in Section B of the RFP**. For CLIN 0006

(b) The offeror shall provide labor rates and labor categories. *Offerors can add additional labor categories needed to provide the service identified under Section C.*

VOLUME III – PRICE PROPOSAL

A. The offerors shall submit as Volume III the submittals required by the RFP and the price proposal. All sections of Volume III shall be contained in the same 3-ring binder; specifically, Volume III shall consist of two (2) sections as follows:

Section 1 – Pricing schedule

Section 2 – Certification(s)

B. Pricing Schedule

Offerors shall submit a completed pricing schedule for all CLINs and the pricing summary. **The offeror shall type his proposed prices in the pricing schedule.** The offeror shall take care to ensure that mathematical calculations are correct. In instances where the unit price and extended price do not agree, the unit price will be used as the correct price. For CLIN 0005, the offeror price for the Contractor Phase In Plan shall not be separately priced from CLIN 0001.

DIRECT LABOR – Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. These should be the fully burdened rates intended for use under this contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See other direct costs below).

Rough Order of Magnitude

Rough Order of Magnitude (ROM) orders are for tasks that the Government anticipates will be required over the performance period of the resultant IDIQ. Specific tasks will be defined after IDIQ award in separate RFQs as part of post-award task orders. For evaluation purposes, the ROM provided as **Attachment 7** of this solicitation lists the estimates of the labor categories and hours for both on-site and off-site work that will be required during each of the five one-year performance periods of the IDIQ. The offeror is required to provide pricing that will be used for evaluation purposes. The labor categories and rates will be included in the IDIQ award and will serve as a ceiling, representing the highest labor hourly rate an awardee can offer during post-award Firm Fixed Price task order proposal.

LABOR CATEGORIES / LABOR HOURLY RATES

The number of hours for each labor category shall be: 2080 hours per year

| LABOR CATEGORY | Base Year CLIN 0004 | OPT YR 1 CLIN 1004 | OPT YR 2 CLIN 2004 | OPT YR 3 CLIN 3004 | OPT YR 4 CLIN 4004 |
|-------------------|------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| On-Site | | | | | |

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|------------------------|--|--|--|--|--|
| Supervisor | | | | | |
| Project Manager | | | | | |
| Electrician | | | | | |
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DIRECT MATERIALS - Identify proposed material items, purchased parts or subcontracted materials, including this basis for the proposed amount, e.g., engineering estimates, Offeror quote, catalog item, etc.

OTHER DIRECT COST – Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., materials, travel, miscellaneous costs, subcontracting.

C. Certification

A signed copy of the SF 1449 and any amendments to the solicitation shall be included. This RFP contains several contractor self-certification provisions and fill-ins. A copy of the completed certification provisions and fill-ins shall be included with the RFP and be submitted with each certification executed.

All price information shall be placed in Volume III. Volume III shall include price for the base period and the four (4) option periods; five (5) years in total. The price proposal shall include a summary for the Base Period and all Option Periods.

FORMAL COMMUNICATIONS (PRIOR TO PROPOSAL DUE DATE)

Formal communications and specific requests for clarification(s) and/or information concerning this solicitation shall be submitted in writing to the following address:

Written inquiries, if appropriate, will be answered in writing via an amendment to the RFP and provided to all offerors. However, the Government does not guarantee to answer any written inquiries which are received less than twenty days before the proposal due date.

DLA Contracting Services Office – Fort Belvoir
Andrew T. McNamara Headquarters Complex
Attn: Contract Specialist: Major Xkoshan Arnold
Attn: Contracting Officer: Beverly J. Williams
8725 John J. Kingman Road, Suite 1145
Fort Belvoir, VA 22060-6220

Email address: xkoshan.arnold@dla.mil or beverly.j.williams@dla.mil

or by FAX: (703) 767-1182

All correspondence will reference the solicitation number and closing date.

(End of General Instructions)

EVALUATION FACTORS FOR AWARD

2.7 Basis for Award

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is determined to be the best value and most advantageous to the Government, based upon the evaluation and

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analysis of proposals against the evaluation criteria. The Government reserves the right to make an award to other than the lowest priced offeror and reserves the right to award a contract based upon initial offers.

Award will be based on best value using the trade-off process considering the evaluation factors listed below. Best value will be determined using tradeoffs among the evaluation factors, so awards may be made to other than the lowest-priced or highest technically rated proposal.

Please note that all offers which fail to furnish required proposal information or take exception to the terms and conditions of the solicitation may be excluded from consideration for award.

The Government intends to make a single award resulting from this solicitation.

2.8 Award without Discussions

The Government reserves the right to evaluate proposals and award a contract without discussions with Offerors. Therefore, the Offeror's initial proposal shall contain the Offeror's best terms from a non-price and price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range, exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals

2.9 Evaluation Factors for Award

The following solicitation provision and/or contract clauses pertinent to this section are hereby incorporated by reference:

FAR 52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

BEST VALUE AWARD

The Government will make an award to the responsible Offeror whose proposal is determined to be the most advantageous to the government, non-price factors and price considered. The government's objective is to obtain the highest quality services considered necessary to achieve program objectives, with fair and reasonable prices. Award of the IDIQ contract will be made on a competitive best value basis, using "tradeoff" procedures between non-price and price. In evaluating proposals, non-price factors, when combined, are significantly more important than price. The Government may consider award to other than the lowest priced offeror or other than the highest technically rated offeror.

As non-price proposals become more equal in merit, pricing considerations become more important. Prospective offerors are advised that a proposal meeting the objectives and requirements with the lowest price may not necessarily be selected if award to a higher priced offer is determined to be most advantageous to the Government.

EVALUATION FACTORS

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Capability

Management Capability

Past Performance

Aspect One is Relevancy of Prior Projects.

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Aspect Two is Quality of Historical Projects.
Price

Within the factor of Past Performance **both relevancy and quality (i.e., how well the contractor performed) will be evaluated to formulate a final past performance confidence assessment rating.**

All Non-price evaluation factors (Technical Capability, Management Capability, and Past Performance) when combined, are significantly more important than price. As non-price factors become more equal, price proposals become more important.

If any portion of the information required in a factor is not provided, the offeror’s rating for such factor may be adversely affected.

Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

PRICE PROPOSAL

EVALUATION FACTOR III- PRICE

Offerors are required to submit price proposals for the one (1) year base period of performance and four (4) 1-year option periods; in total five (5) years. The Offeror’s price proposal will be evaluated to determine that pricing proposed is fair and reasonable. The total proposed price evaluated will include the sum of all five years of performance. Pricing must be provided for all labor categories. After award, agreed upon rates will become ceiling rates for resultant Firm Fixed Price task orders of the IDIQ.

The offeror business proposal evaluations will include review of the proposed total acquisition price and the labor rates for each labor category. Evaluation of the total acquisition price will include the proposed fixed price for the base period of performance and the four option periods. The total prices for each year of performance will be added together in order to arrive at a total acquisition price. The offeror business proposal will be evaluated to ensure the labor rates proposed for each performance period are fair and reasonable for the proposed effort. The Contracting Officer may utilize Reverse Auctions, in accordance with DLAD 52.215-9023, as a means of conducting price negotiation for the IDIQ awards.

The labor rates that are set-forth in the contract cannot be exceeded on Firm Fixed Price task orders. Prior to the award of the IDIQ contract and the issuance of follow-on Task Orders, proposed prices will be evaluated with price analysis techniques and procedures found in FAR 15.404-1 (b) (2) to determine proposed prices fair and reasonable.

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received.